

The Solicitors Journal.

LONDON, JUNE 20, 1885.

CURRENT TOPICS.

IT IS ANTICIPATED, though the matter was not settled up to the time of our going to press, that, during the absence of the judges of the Queen's Bench Division on circuit, the Court of Appeal No. 1 will, as on former occasions, hear Chancery appeals. The unheard appeals in the Chancery list exceed those in the other lists by about fifty. The earliest appeal in the former list was set down in August last, while the earliest in the Queen's Bench list was set down so lately as January last.

WHAT WILL BE the effect of the retirement of Earl SELBORNE from the office of Chancellor on the functions of the committee appointed to advise him personally as to the work in the Chancery chambers? Will the result be to give the committee a happy release from the apparently impossible task of agreeing upon a report; or do they intend to continue their discussions and investigations for the benefit of the new Lord Chancellor? The answer will, of course, depend on the communications which may be received from him; but, in any case, it is to be hoped that the mass of information collected by the committee will be made public.

THE ONLY THING certainly known as to the legal appointments, up to the time of writing, is that Sir HARDINGE STANLEY GIFFARD will be the new Lord Chancellor. It is now more than a quarter of a century since a practising member of the common law bar was elevated to the office; and, on the last occasion, when Sir F. THESIGER was appointed Lord Chancellor, the remark was made in this journal that, although it was not generally anticipated that he would become eminent as a judge in equity, he might be successful as a Minister of Justice. It is odd that a remark which was then disparaging would now be almost a compliment. The changes in the functions of the office have been so great that no one now thinks of raising the question whether a new Lord Chancellor is or is not likely to make an eminent judge. He is now almost wholly an administrative officer; the head and controller of the judicial bench, and the author of the purely legal legislation undertaken by the Government.

THE INTERESTING and valuable report of the Committee of the Gloucestershire and Wiltshire Incorporated Law Society, from which we give extracts elsewhere, draws attention to the effect of the recent case of *In re Wilson* (ante, p. 438) on the practice which is stated to be generally prevalent among members of the society, of paying auctioneers, for their services as such, a fee according to the society's scale, and charging the client the percentage for conducting the sale, as well as the auctioneer's fee. It will be remembered that Lord Justice CORRON expressly abstained from deciding that the mere fact of a fee being paid to an auctioneer would disentitle the solicitor to the percentage for "conducting" the sale; but we imagine it follows from the judgments that if the work for which the auctioneer is paid includes work "which ought to have been done by the person who conducts the sale," the percentage for conducting the sale cannot be charged. The difficulty lies in knowing what is the work which ought to be done by the person conducting the sale. Looking at the surveyor's bill upon which the decision in *In re Wilson* turned (ante,

p. 468), we fail to find therein any work which could be properly done by a solicitor, except, perhaps, the preparation of fair copies of plans. It is greatly to be regretted that the court did not clear up this important question.

WE PRINT elsewhere a report of a case of *In re George Turnbull, deceased*, which, so far as we know, is the first decision on the construction of sub-section 7 of section 125 of the Bankruptcy Act, 1883. That section provides that "in the administration of the property of a deceased debtor under an order of administration, the official receiver shall have regard to any claim by the legal personal representative of the deceased debtor to payment of the proper funeral and testamentary expenses incurred by him in and about the debtor's estate, and such claims shall be deemed a preferential debt under the order, and be payable in full, out of the debtor's estate, in priority to all other debts." The question in the case was whether the costs of the solicitors of the executrix, incurred before the administration order, for obtaining probate, valuations, advertising for claims, arranging for the temporary carrying on of the debtor's farms, and generally ascertaining the position of the debtor's affairs, were a preferential debt within the above provision. The Board of Trade instructed the official receiver to refuse to allow, as a preferential debt, any of the costs except the costs of obtaining probate, fees of Probate Court, and costs of valuation for probate, contending that the term "testamentary expenses" in sub-section (7) meant only the bare costs of probate. The county court judge (Mr. HOLL, Q.C.), however, refused to assent to this strange construction, and directed the bill of the executrix's solicitor to be taxed as between solicitor and client, on the principle that the words "testamentary expenses incurred in and about the debtor's estate" are not limited to the expenses of obtaining probate, but include the reasonable expenses of investigating the debtor's affairs, and generally of administering his estate prior to the administration order, and that the amount of the bill, when taxed, should be paid in full out of the debtor's estate. A more extraordinary contention than that of the Board of Trade we do not remember. The words "testamentary expenses" have a well-settled meaning as including expenses of administration; the draftsman must have known this meaning, and, as if to emphasize his adoption of it, he added the words, "incurred by him in and about the debtor's estate." We believe that the Board of Trade have some idea of taking the question to the Court of Appeal; we can hardly think, however, that their legal advisers will encourage them to do so.

THE RECENT CASE of *Lloyd's Banking Company v. Jones* (ante, p. 304, L. R. 29 Ch. D. 221), contains some matters of too great importance to be considered within the limits of a paragraph, and we may not improbably offer some further remarks upon it on a future occasion. But there is one point laid down in the case to which we think we may usefully direct the reader's attention. Mr. Justice PEARSON decided that an "intending mortgagee," who is dealing with or for the property of a married woman, is not bound to inquire whether a settlement was made on occasion of her marriage. A husband deposited the title-deeds of (*inter alia*) some leasehold houses with a bank, to secure any over-drafts made by his wife. He subsequently died, having bequeathed the leaseholds to his wife absolutely. She married again, and a settlement was executed in contemplation of the marriage, which comprised the leaseholds. The trustee of the settlement, who thereby acquired the legal estate, made no inquiry for the title-deeds, which remained with the bank, and no notice of the settlement was given to the bank. The new husband and the wife afterwards executed

a fresh memorandum of deposit, by which it was arranged that the deeds should be pledged to meet over-drafts made by the husband. The bank still had no notice of the settlement. The husband afterwards overdraw his account; and the question arose, whether the bank's claim was valid in priority to the settlement. Mr. Justice PEARSON held that it was; and, among other points, he may be said to have decided that the bank, upon occasion of the execution of the second memorandum of deposit, was under no obligation to inquire as to the existence of a settlement affecting the leaseholds, although it was known that they belonged to a married woman. The question, how far notice of a marriage can be regarded as notice of a possible settlement, is one which many of our readers must not unfrequently have been obliged to consider.

AN INGENIOUS CORRESPONDENT suggests a summary mode of ejectment for non-payment of rent. He says:—"A tenant who refuses to pay his rent or give up the premises is, as leases are usually drawn, master of the situation. His lease probably contains a proviso for re-entry, but this, even if drawn in the most approved form, can only be enforced by an action in ejectment, in the course of which the lessor, by judicious obstruction, may be put to much expense. Even when the tenant has been ejected, the lessor is not wholly free to deal with his property until the expiration of the six months during which the tenant may apply for relief against the forfeiture. Thus it frequently happens that the better course for a lessor to pursue is to buy out a defaulting and defying tenant. An attempt was made by lessors to secure a swifter and surer mode of recovering possession of the demised premises; but, as now appears, by an illegal and consequently void method. In *Kavanagh v. Gudge* (7 M. & G. 316), the lease contained a clause giving the lessor power in case of non-payment of rent to enter upon the premises and expel the tenant without any legal process, and providing that, in the case of such entry and of any action being brought for such entry, the defendant might plead leave and licence. The court in this case seem not to have conceived any doubt of the validity of such a clause. But FRY, J., in *Edwick v. Hawkes* (29 W. R. 913, L. R. 18 Ch. D. 199), held that a proviso to the like effect was void, as being a licence to commit the crime of forcible entry in contravention of 5 Rich. 2, stat. 1, c. 8. That device may be considered to have failed; but the Rules of the Supreme Court, 1883, suggest another which appears feasible. By the joint operation of ord. 2, r. 6, and ord. 14, r. 1, summary judgment may be obtained in actions for the recovery of land by a landlord against a tenant whose term has (*inter alia*) been determined by notice to quit. If, then, the lease contains a proviso enabling the lessor on non-payment of rent to determine the lease by notice to quit, it is suggested that the procedure under these rules could be adopted and possession promptly obtained. Parties to a lease may agree that one or other of them shall have power to determine the lease at any moment, and the courts will give effect to an instrument showing this to have been the agreement between the parties (see *Doe v. Grafton*, 18 Q. B. 496). The proviso, to meet the case of tenants shutting up the premises, should contain a mode of service of the notice, and might follow and be in addition to the ordinary proviso for re-entry, which remains available in case of breach of the other covenants in the lease. It is not, of course, necessary to have a clause of re-entry for the purpose of effectuating the notice to quit: *Doe v. Green v. Baker* (8 Taunt. 241). The following words will probably be sufficient:—"Or it shall be lawful at his" (the lessor's) "discretion, by notice in writing under his hand affixed to the principal door of the premises forthwith to determine the term hereby created." A tenant who has thus been turned out of possession would not, it is suggested, be entitled to relief under the provisions of the Common Law Procedure Acts relating to relief against forfeiture for non-payment of rent. For the notice to quit recognizes him as tenant at the date of the notice—*i.e.*, subsequently to the forfeiture—and the action of ejectment is not one brought for non-payment of rent, in which case the courts can give relief, but by reason of the quondam tenant continuing to hold the premises after his interest has been determined." We confess we question the utility of this suggestion, not merely by reason of doubts as to its efficacy, but also on the ground that no tenant would be likely to assent to the insertion of such a clause in his lease.

REGISTRATION OF TRADE-MARKS—NOTES ON THE REGISTER.

I.

THE observations of Mr. Justice Chitty in the recent case of *In re Mitchell & Co.* (33 W. R. 408) have directed attention to the practice which has been occasionally followed, under both the Trade-Marks Registration Acts, 1875-7, and the Patents, Designs, and Trade-Marks Act, 1883, of appending to the registration of a trade-mark some explanatory or restrictive note. The cause which led to the introduction of this practice was the discovery, soon after the Trade-Marks Act of 1875 came into operation, that that Act, and the Rules under it, were somewhat wanting in flexibility. They simply contemplated an application for the registration of a trade-mark *simpliciter*, and made no provision for meeting the more complicated requirements of traders. In a former article we have shown how the Commissioners of Patents and the court got over one form of this difficulty by establishing the "three-mark rule," which allows as many as three similar old marks for the same article to be on the register at the same time, breaking through the principle that each mark on the register is to be distinguishable from all other marks on the register for the same article, but maintaining a proper consideration for traders who have used the same mark in different localities in an independent way.

But the establishment of this rule did not meet all the questions which arose, and it became necessary to protect the register against the assaults of traders who wished to overload it by registering the same essential mark over and over again in the same name, but in each case with some trifling and immaterial difference, and it also became necessary to get over the rigidity of the Act in cases in which two or more marks were really capable of being used without conflicting with one another, while the provisions of the Act, if the most literal meaning were given to them, might have the effect of bringing about such a conflict. In the first of these classes of cases, therefore, the question was as to the individual rights of trade-mark owners *per se*; in the second class it was with reference to their mutual rights *inter se*.

The principal case in which the cases in the first class were discussed was *In re Barrows* (25 W. R. 407, 564, L. R. 5 Ch. D. 353), in which a firm of iron manufacturers applied for the registration of twelve old marks on iron, which consisted of various combinations of the letters "B. B. H." (the initials of their firm), or the word "Bloomfield" (the name of their works), or the word "Bloom" (the same name abbreviated), or two or more of them, with devices or words descriptive of quality or common to the trade. The registrar objected to register all these marks independently, considering that that would, in effect, be nothing more nor less than registering the same things over and over again. Vice-Chancellor Malins, however, when the matter was brought before him, granted separate registration of all the marks, and it may be that if the question had been fully fought out in the Court of Appeal, that court might have found itself compelled to affirm the decision, as recognizing the strict legal rights of the applicants, however inconvenient it might be to do so; but a suggestion of the late Master of the Rolls, Sir G. Jessel, was adopted, and the applicants accepted a registration of each of the three essential parts—*viz.*, "B. B. H.," "Bloomfield," and "Bloom," with the addition in each case of a note to the effect that the registration was of the mark registered, "used either alone or in combination with a crown, or with a horse-shoe, or with a crown and horse-shoe, or with any other mark, device, or words signifying the quality of the iron."

This form of "representative registration," as it was called, possessed such obvious advantages, protecting, on the one hand, the register from unnecessary burdens, and pointing out clearly the real subject-matter of registration, and, on the other hand, preserving all rights which the trade-mark owner had really acquired, that the registrar of trade-marks inserted in his "Instructions to Applicants" a paragraph stating that it was not intended to place upon the register a series of trade-marks which differed from one another only in respect of indications of quality or quantity commonly used in a trade, and he stated that protection for the whole of such a series of marks would be obtained by the registration of one of the series, the description of which mark in the

statement on application should be so worded as to include a reference to the common elements in combination with which it was used by the applicant. This system of registration was followed by Vice-Chancellor Hall in *In re Brook* (26 W. R. 791), in which an application had been made for the registration of eighteen trade-marks, and the Vice-Chancellor directed the registration of two entries only—viz., a goat's head crest and the word "Brook's," with additional words in each case, setting out the combinations in which the two essential particulars were respectively used. In *In re William Dixon, Limited* (M.R., April 4, 1879), the applicants had used and registered as a trade-mark on iron the words "Govan B. Best," and they applied to add to the registration a note to the effect that it also protected certain other specified combinations of words, of which the words "Govan B." formed part; but Sir G. Jessel said that the proper form was to vary the registration, so that it should be of "Govan B." either alone or in combination with any other words, &c. So, in *Davis v. Tylor* (M.R., April 24, 1879), Sir G. Jessel directed registration of the word "Ferndale" as a mark for coal, and either alone or in combination; and in *In re The Clippens Oil Co., Limited* (M.R., March 11, 1881), he directed registration of a triangle within a double circle, the words "Clippens Oil Company, Limited, Glasgow," being between the circles, and a note being added to the effect that the blank space within the triangle was to be filled with printed matter. The application was for the registration of the same device twice over, with different descriptive letterpress in the triangle. Again, in *In re Steedman* (L. J. Notes of Cases, 1883, p. 83), Mr. Justice Pearson directed representative registration of a series of trade-marks which differed only in the prices of the goods.

Representative registration, however, though satisfactory to most firms engaged in domestic trade, did not entirely satisfy the wants of firms engaged in foreign trade, since the only certificate of registration which the registrar considered himself authorized to give was a certificate of the actual entry on the register, which was not sufficient to meet the requirements of foreign laws in cases in which the owner of a trade-mark registered in England by representation was endeavouring to register or to protect that trade-mark abroad. The trade-mark to which the foreign application or action related was not certified as being on the English register in the precise form in which it was sought to register or protect it abroad, and difficulties therefore arose in obtaining the recognition of the owner's rights in the foreign country. Principally on this account, but also to some extent because of the desire of trade-mark owners to obtain separate registration of each of their trade-marks, the decision in *In re Barrows* was never thoroughly acquiesced in by all the parties concerned, and in *In re Fox & Co.* (May 7, 1881), Vice-Chancellor Hall dealt a severe blow at that decision by allowing a firm which had registered a device together with a word (which, under the Act of 1875, could not be an essential particular in a new trade-mark) to obtain separate registrations of the same device with different words, so that, in effect, he allowed the same essential particular to be registered several times, with additions which, for the purposes of the Act, were immaterial; and after this decision the registrar usually forbore to raise any question about enforcing the principle of *In re Barrows*, and granted separate registration.

The difficulty raised might probably have been surmounted by simply authorizing the registrar to grant a separate certificate of registration for each combination-mark registered by representation; but the Patents, Designs, and Trade-Marks Act, 1883, supplied a more sweeping remedy, by making provision (section 66) for the registration in one series of a set of marks which, while resembling each other in the material particulars, yet differ in respect of (a.) the statement of goods for which they are respectively used or proposed to be used, or (b.) statements of numbers, or (c.) statements of price, or (d.) statements of quality, or (e.) statements of names of places; and such a series of trade-marks is assignable and transmissible only as a whole; but for all other purposes each of the marks composing the series is deemed and treated as registered separately. The effect of this provision is, that each mark in the series appears on the register, and can be separately certified, so that the requirements of the traders are entirely met. It may, however, be doubted whether it would not have been better to apply the simpler remedy of retaining representative registration and issuing separate certificates, instead of registering substantially the same

mark over and over again, and superseding the useful decision in *In re Barrows*, which has practically been done. For the future, however, it may safely be assumed that registration in the form adopted in that case will rarely, if ever, be adopted.

Passing from questions which affect only individual trade-mark owners *per se*, to questions which affect the mutual rights of such persons *inter se*, the first thing to be observed is, that section 6 of the Act of 1875 prohibited the registration in respect of the same goods or classes of goods, without the special leave of the court, of a trade-mark identical with one already registered with respect to such goods or classes of goods, or of a trade-mark so nearly resembling a trade-mark already on the register with respect to such goods or classes of goods as to be calculated to deceive. This prohibition was followed up by rule 19, by which, where a trade-mark had been already registered in respect of any goods or description of goods belonging to one particular class, or trade-mark identical with such trade-mark, or so nearly resembling the same as to be calculated to deceive, was not, without the leave of the court, to be registered in the name of another person as proprietor thereof with respect to any goods in that class. The operation of the section and rule combined was such that the registration of a trade-mark for any goods in a class blocked the whole class to similar marks: thus, registration in class 5 for iron wire would prevent registration for pig lead; registration in class 18 for electric lights would prevent registration for diving apparatus; registration in class 42 for oilcake would prevent registration for tea, sugar, salt, pickles, and preserved meats; registration in class 50 for tobacco pipes would prevent registration for buttons, rope, umbrellas, plate powder, knapsacks, grind-stones, and patent fuel.

The prohibition contained in the section and rule was, however, subject to the discretion of the court, so that the important point was with respect to the principle on which that discretion would be exercised. The first case in which the point was brought before the court was *Ex parte Barrows*, before the Master of the Rolls, on the 11th of May, 1877, in which the question was with reference to an application by a firm which had long used a trade-mark consisting of the letters "T. H. H.," surmounted by a crown, on tin plates, turn-plates, and sheet iron, to have the mark registered for those goods, being goods included in class 5, notwithstanding that the letters "B. B. H.," surmounted by a crown, had been long used and had been registered by another firm as their trade-mark in respect of bar iron, which was also included in class 5. Without the leave of the court no registration could be effected, but Sir G. Jessel held that, as the mark tendered for registration was an old mark, and the goods were different, it might be registered in class 5 for the goods on which it had been previously used only. It will be observed that, both marks being old marks, if the three-mark rule had been applied, both might have been registered, even for the same goods. And it is to be noticed that stress was laid on the second mark being an old one, and that the form in which registration was granted was for a fraction of the goods in the class.

In *In re Jelley, Son, & Jones* (51 L. J. Ch. 639), the Master of the Rolls was asked (May 18, 1878), among other things, to allow registration of a trade-mark as a new mark in class 5 for fencing-wire, and in class 12 for various tools, notwithstanding that a somewhat similar mark had been registered by another firm as an old mark in class 5 for unwrought and partly-wrought metals used in manufacture, and in class 12 for cutlery and edge-tools. The cases in class 5 had principally been on steel wire. As to class 12, Sir G. Jessel held that the marks were too similar, and that, as the goods for which it was sought to register the second mark clashed with the goods for which the first mark was registered, registration of the second mark must be refused. As to class 5, however, he held that the goods did not clash, and that the second mark might, therefore, notwithstanding its resemblance to the first mark, be registered for fencing-wire only, remarking that it was found, very soon after the Act came into operation, that the classes were too large, and that it was necessary to do something of that kind. Here, therefore, a class was split in favour of a new mark.

In *In re Lysaght* (July 19, 1878), the Master of the Rolls divided a class of goods under different circumstances again, the mark having been registered for all the goods contained in class 5, whereas it had really been used as an old mark only in respect

of galvanized sheet iron, and, on the application of the registered proprietor, an order was made to limit the registration to that form of metal. In *In re Rabone, Bros., & Co.* (Feb. 19, 1879), one firm applied for the registration of an old mark in class 5 for iron bars, sheets, and hoops, and another firm applied for the registration of a substantially similar old mark in the same class for steel, and each firm opposed the other's application; but each was granted for the goods specified only. Here, as in *Ex parte Barrows*, the three-mark rule was applicable, though no reference seems to have been made to it. The question in *In re Hargreaves* (27 W. R. 550, L. R. 11 Ch. D. 669) was rather of a different kind. Four marks were there already registered in class 42 for different descriptions of provisions, but none of them for bacon or hams. Each of these four marks had an anchor as a prominent feature. This being so, another trader applied for the registration of a new mark, which contained an anchor, for bacon and hams. The registrar refused to register the new mark, and Vice-Chancellor Hall sustained the refusal, laying stress upon the fact that the mark was a new one. The decision seems rather a narrow one, but it was based in part on the fact that, in the Vice-Chancellor's opinion, the distinction between the different kinds of food for which the four marks were registered and the kind of food for which it was sought to register the new mark was not sufficiently manifest. Those four marks were, however, registered—(1) for biscuits; (2) for cattle-food; (3) for butter; (4) for preserved fish, vegetables, and meat, fresh meat, and shell-fish—so that it would appear that the distinction ought have been considered sufficient. If that was so, these four marks were registered for four different descriptions of goods, and the proposal was to register a fifth for a fifth description of goods, to which there could hardly be any valid objection, unless a class was never to be split in favour of a new mark, in which respect the Master of the Rolls had arrived at a contrary decision in *In re Jelley, Son, & Jones*.

The question as to the right of an applicant for the registration of a new mark to have a class split in his favour, so as to avoid any clashing between his mark and another mark already registered for different goods in the same class, was again raised before Mr. Justice North in *In re Braby & Co.* (30 W. R. 675, L. R. 21 Ch. D. 223). There an old mark was registered, in class 5, for iron, and all kinds of rolled, drawn, and galvanized wire and strand, and a somewhat similar mark was tendered for registration as a new mark in the same class in respect of galvanized iron, plain and corrugated. The second mark, though not used prior to 1875, had been used since very shortly after the Act of that year, in fact, for more than six years, so that in connection with galvanized iron sheets it had become known in the market as indicating the applicants' goods, and Mr. Justice North acceded to the application, and, splitting the class, directed registration for the specified goods. The only other cases which need be mentioned are *In re Ashton & Sons* (Hall, V.C., Feb. 26, 1881) and *In re Clark & Co.* (Chitty, J., Feb. 15, 1883), in each of which cases a mark was allowed to be registered for part of a class, and an undertaking was required from the proprietors, to be entered on the register, to the effect that they would use the mark, when registered, only on the goods for which it was registered. In the second of these cases the mark was a new mark, and was in common use in the trade for other goods in the class. There does not appear to have been any particular reason for requiring any undertaking in these cases, for the only goods for which registration would enable an exclusive right to be claimed would be the goods for which registration was granted, and (the only objection in each case being that the mark was common to the trade, which was got rid of in the one case by holding that the mark did not resemble the mark which was common, and, in the other case, by holding that the mark was common only for some of the goods in the class) there seems to have been no ground for restraining the applicants from doing that which the registrar himself contended it was open to every member of the trade to do. In other words, there was no ground for stopping the applicants from using their mark on goods for which a mark held to be a different mark was of common right, nor from using a mark admitted to be of common right in respect of certain goods, on those goods. Such a user, without registration for the goods, could confer no exclusive right.

The general result of the decisions on the question as to registration for part of a class under the Act of 1875 may be described as being to allow the sub-division of the classes of goods given in

the schedule to the rules, in favour both of old and of new marks, and to treat the discretion of the court, whether with respect to old marks or to new ones, as properly exercisable wherever it could be made out that the goods for which it was sought to register the second mark were substantially different from those for which the first mark was already registered, though both were included in the same class. The distinction was, in fact, drawn rather between descriptions of goods than between classes of goods, the former being a natural classification, the latter an artificial one. This distinction is that adopted by section 72 of the Patents, Designs, and Trade-Marks Act, 1883, by which the restriction on the comptroller's power of registering a trade-mark is confined to cases in which the mark considered to be similar to the mark sent in for registration is registered for the same goods or description of goods, so that there is no longer any question as to the class, but the only matter to be considered is whether the actual description of goods differs in the two cases. In cases, therefore, in which the goods for which the two marks are to be registered are, to the mind of the comptroller, clearly distinct, he has authority to grant the second registration without any recourse to the court, which is far more reasonable than requiring an umbrella maker to go to the court because a mark like his has been registered for tobacco pipes or furniture polish.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

TAKING INSTRUCTIONS.

(2) FOR SALES AND PURCHASES OF REAL AND LEASEHOLD ESTATES.

WHEN a client has made up his mind that he will sell a particular property, and he goes to his solicitor to instruct him to carry out his intention, the first and foremost duty of the latter will be to direct his attention to the subject of title. Are the deeds in his client's possession, or has he only a right to the production of all or any of them? If the client purchased it himself, under what special conditions did he buy? Is there in existence an abstract bringing down the title to a certain point? Are the deeds all properly stamped, executed, registered if need be, and otherwise in order? Is the property affected by tenancies or by rights of way or any other easements, or does the ownership carry with it any such rights or easements over other property? What is the vendor's precise estate or interest in it? If copyhold, what are the lord's rights generally, and in particular on alienation? If leasehold, what is the nature of the covenants, and is there any restriction against assignment?

These are samples of the inquiries which should first arise in the solicitor's mind. The answers to many of them would usually be found in the solicitor's own archives, unless in the case of a new client, and it is well to bear in mind that they are not points in which the lay client can be expected to show any enthusiastic interest, and that the solicitor will be wise to ferret out the information for himself, and to trouble his client only so far as may be absolutely necessary for procuring the requisite materials. Again, it may be pointed out that, even where the aid of counsel is obtained in advising on the title and preparing any special provisions or conditions of sale, the solicitor must still be responsible for putting together accurate and sufficient instructions. A counsel can only advise upon the data supplied to him; and, although his knowledge and experience may enable him to draw inferences and make valuable suggestions on slender information as to the facts, the fault will lie at the solicitor's door if the vendor's title is not fenced in with proper stipulations by reason of the solicitor having omitted to inform himself of some matter to which he should have directed his attention when preparing for sale. He can never shelter himself behind "my counsel" unless my counsel has had proper materials to work upon, and even then the solicitor will rarely be absolved by his client from the blame of any slip of which the consequences are harmful.

In taking instructions for a sale the vendor's solicitor should always direct his attention to ascertaining accurately of what the subject-matter of sale consists. He must keep before his eyes the fact that when the purchaser comes to examine the title deeds he will expect to find that they justify the vendor, with or without some further evidence of identity, in saying, "The property sold to you is mine, and these are the deeds which show it to be mine." This warning note applies with special emphasis to the case of copyhold property, and of freehold property of which there is no modern description in

a title deed, because in the one case the descriptions on court rolls are notoriously wont to be composed of ancient history, and in the other case the whole character of the property and its abutments may probably have changed since its last description in a title deed. Hence the need of ascertaining clearly what will be a true description of the property at the time of sale as a preliminary step to bridging over by special stipulation (which should not, however, attempt to exclude a purchaser from requiring reasonably procurable evidence of identity) the hiatus between the old and new description.

In the case of a private sale, the solicitor generally will have to describe the property on his own responsibility in the contract. In the case of a sale by auction, it may or may not, according to the custom of the district in which he practises, fall to him or to an auctioneer to describe it in popular terms in particulars of sale. In the former case his need of vigilance will often be limited to taking care that the description in the contract is prepared with direct reference to that of the title deeds. In the latter he must, in addition, be most careful not to permit any exuberance of diction or flight of imagination in the particulars to mislead a purchaser as to what it is that he is buying. The vendor's solicitor is at perfect liberty in this case to state, or suffer an auctioneer to state, of a house in Whitechapel that it has a pretty view from the back parlour window, because the beauty or otherwise of a prospect is a matter of individual taste; but it is quite another matter to describe as the subject of sale and as extremely eligible for building purposes a piece of land, and to say nothing as to a public right of way through the middle of it.

If conditions of sale and corresponding provisions in a private contract were permitted by the court to receive the natural construction of the actual language employed, the solicitor might, perhaps, be tempted to refrain from giving himself any great amount of trouble to ensure literal accuracy and completeness in some of the preliminary steps at which we have glanced, because it is, and has long been, the practice to lean in the direction of imposing on the purchaser, so far as words can do so, the consequences of the vendor's errors. But technical equity and natural justice have alike demanded that the purchaser shall receive fair play, and the solicitor for a vendor cannot too distinctly bear in mind that the limits within which errors and misdescriptions may be covered up by general sweeping stipulations have been much contracted in the purchaser's favour by the decisions of the court, inasmuch that such stipulations may be said to be a snare rather than a protection to a careless vendor. And, beyond this, the solicitor must keep in mind that, while in the case of a vendor who is beneficial owner the court is content to narrow the language of restrictive or one-sided conditions, it goes an important step further in the case of a trustee vendor, and forbids him, in the language of a late eminent judge, "rashly or improvidently to introduce a depreciatory condition for which there is no necessity."

The point of contact between the vendor and his solicitor over a sale will naturally vary much according to circumstances. The whole scheme of sale may be cut and dried, and even the purchase-money agreed, before the solicitor hears of the matter at all, or, as an opposite extreme, the client may come to his solicitor with a half-formed project in his mind of realizing certain property, but without having thought out either the time or mode of doing so, and in this latter case he may or may not practically commit the whole matter to his solicitor, and rely implicitly on his judgment. In the former case the solicitor's path will be clear enough—he will have law work pure and simple before him. In the latter his course of action would be largely determined by the extent of his practical knowledge of the property and the most effective method of sale, and in some measure also by the custom of the district in which his professional lot is cast as to the division of labour between solicitor and auctioneer, and his conduct may also, no doubt, be influenced by the circumstance that the Legislature has thought fit to remunerate him specially for "negotiating" a sale. Believing as we do that this method of payment is founded on a total misconception of the proper functions of a solicitor, and that his multifarious qualifications do not fitly embrace those of a land valuer and auctioneer, we must at the same time admit that many solicitors do as a matter of fact acquire a most accurate knowledge of the value of property in particular parts of the country, and are eminently competent to carry out a vendor's instructions in the widest sense without need of other professional assistance. But, having said that, we would add that the acquirement of such knowledge may, to our thinking, be regarded rather as the result of a concurrence of accidental circumstances than as part of a solicitor's training for his profession, and that the solicitor should not be tempted either by unwillingness to confess the true limits of his powers, or by a not unnatural desire to put into his pocket a negotiation fee, to undertake work with which he has no familiarity, and a lawyer no concern. He should at the stage of receiving instructions, unless he clearly sees his way with justice to his client and himself to dispense with it, insist on being fortified with skilled aid in all matters pertaining to a sale which lie beyond the true confines of a solicitor's business.

There is little to be said as to the taking of instructions for a purchase.

In the case of a proposed purchase of leasehold property, the lay client will be alive to the fact that a lease has a limit of time attached to it, and involves the payment of so much rent, but he will often be totally oblivious of the circumstance that he will be undertaking the obligation of a number of covenants, and his solicitor's first duty will be to point this out to him preparatory to taking steps for ascertaining what the covenants are. It is by no means an uncommon thing for a man to negotiate for the purchase of a lease with intent to devote the property to some special purpose, and then to find when he comes to his solicitor to carry out the bargain that the covenants in terms prohibit the use of the premises for that purpose, so that the whole object of the purchase would be defeated. Neither is it an unknown thing for a lease to contain specially onerous or restrictive covenants which have only to be communicated to a client in order to alter his whole view of the transaction.

The purchaser who buys property at an auction sale generally commits himself irrevocably to the conditions of sale by signing a contract before consulting his solicitor at all, so that the latter must fain take a hard and fast contract as his starting point. But there is to be found such a man as a prudent purchaser who will bring to his solicitor a print of the particulars and conditions before the sale, and request his opinion on them. In such a case the solicitor should be careful to draw his client's pointed attention to any onerous or unusual conditions, and he may often usefully obtain his client's permission to see the vendor's solicitor, and ascertain (as he usually can without much difficulty) from him what is practically involved in a condition which seems to impose on the purchaser an unknown quantity of risk or obligation. Conditions are often framed on the principle of bringing a steam hammer into requisition to crack a nut, and a stipulation which looks very formidable on paper may melt to very harmless dimensions when traced to its origin.

RECENT DECISIONS.

MEANING OF "LAND" IN CONVEYANCING ACT, 1881, SECTION 5.

(*In re Lake and Taylor's Mortgage. Spain v. Mowatt*, 33 W. R. 597.)

These cases would seem to lead to some very curious conclusions (among other matters) as to the meaning of the word "land" in the Conveyancing Act, 1881, s. 5; though their value is considerably impaired by the fact, which is obtrusively obvious, that nobody concerned dreamed of the possibility of any question arising in regard to such a matter. It seems that, in December, 1882, certain contractors mortgaged certain shares, "to which they were entitled under a syndicate agreement," in certain agreements for leases of the Milford Haven Railway, Harbour, and Pier, and the Milford Estate, to secure a sum of cash then advanced and a sum recited to be due on certain bills of exchange; and it was provided that the mortgage should not be paid off, without the consent of the mortgagee, until the 15th of December, 1884, the mortgagee in the meantime having the option to take, in repayment of a portion of the mortgage-money, a specified portion of the mortgaged shares. Early in 1883 the mortgagors were adjudicated bankrupts, and Messrs. Spain and Cape were appointed trustees. The trustees, in April, 1884, agreed to sell to the Milford Haven Railway and Estate Company all their interest, as trustees in bankruptcy, for £15,000; and the agreement for sale provided that a part of the purchase-money should be paid into court, under section 5 of the Conveyancing Act, for the discharge of any claim which the mortgagee might establish. By subsequent arrangement this money was not paid into court, but was deposited in a bank in the joint names of the trustees and of two directors of the company. The trustees were disputing the claim of the mortgagee upon the alleged ground that he had taken his mortgage with notice of a prior act of bankruptcy committed by the mortgagors. The purchasers, the Milford Company, took out a summons under the Conveyancing Act, asking that the deposited money might be brought into court, and for an account of what was due. They afterwards issued a writ, asking (*inter alia*) for redemption of the mortgage, and for an injunction to restrain the mortgagee from exercising his option. On a motion being made for an injunction, and an order to bring the deposited money into court, Mr. Justice Pearson remarked that, if the trustees wished effectually to dispute the claim of the mortgagee, they must take proceedings to set aside his mortgage; and they accordingly commenced the above-mentioned action of *Spain v. Mowatt*. After certain interlocutory proceedings, the company's summons and a motion in the action came on together, when Mr. Justice Pearson made an order having several features worthy of remark, among which we have only space to notice the following, which is perhaps the most noteworthy. The

learned judge said, quite truly, that section 5, sub-section (1), of the Conveyancing Act provides that where land is sold out of court, the court may order moneys to meet incumbrances to be brought into court upon certain specified terms; and proceeding, as he said himself, "under the Act," he ordered the deposited money, with a further amount of £10 per cent., to be paid into court, apparently to meet anything which might be found due to the mortgagee upon his mortgage. It seems then that certain shares in an agreement for a lease, to which somebody is "entitled under a syndicate agreement," is "land" within the meaning of the section above referred to. If the syndicate agreement in question was of the usual type of such agreements, it would only confer an equitable interest even in the agreement for the lease. It follows that a share of an equitable interest in an agreement for a lease is land within the meaning of the section. The Act elsewhere (s. 2, sub-section ii.) defines land, unless a contrary intention appears, to include "land of any tenure, and tenements and hereditaments, corporeal or incorporeal, and houses and other buildings, also an undivided share in land." We confess to feeling a strong curiosity to know under which of these different headings we are to rank an equitable interest in an agreement for a lease. It is a fact worthy of note that neither the learned judge nor any of the learned counsel is reported to have thought it worth his while to advert even for a moment to this interesting question.

CASES OF THE WEEK.

COURT OF APPEAL.

FRAUDULENT CONVEYANCE—VOLUNTARY SETTLEMENT OF RENEWABLE LEASEHOLD—SUBSEQUENT RENEWAL BY SETTLOR IN HIS OWN NAME—"TRUST BY CONSTRUCTION OR OPERATION OF LAW"—27 ELIZ. C. 4—STATUTE OF FRAUDS, s. 7, 8.—In a case of *Brinton v. Lulham*, before the Court of Appeal, No. 2, on the 16th inst., there was a question as to the right of a person entitled under a voluntary settlement of a renewable lease to the benefit of a renewed lease of the property subsequently obtained by the settlor in his own name. In January, 1856, a lease of the property for forty years, at an annual rent of 5s. 6d., and subject to certain covenants, was granted by the Corporation of Southampton. By custom, this lease was renewable every fourteen years, for a similar term and at a similar rent, on payment of fine. In May, 1865, the leased was assigned to L. in consideration of £1,000. In December, 1865, L., in consideration of his natural love and affection for his wife, assigned the property to trustees, upon trust to permit her to hold the same as her separate property, and to dispose of the same as she should by deed or will appoint, and, in the meantime, to stand possessed thereof for her, her executors and administrators. And L. covenanted with the trustees for further assurance. There was no covenant by the trustees to pay the rent, or to perform the covenants of the lease. In March, 1870, L. obtained from the corporation a renewed lease to himself of the property, at the same rent, and subject to similar covenants, in consideration of the surrender of the old lease, and the payment of a fine of £91. The new lease contained a statement that the original lease was then vested in L. He handed over the old lease, from which the corporation had cut off the seals, and the new lease to his wife. He remained in apparent possession of the property, and in receipt of the rents, until his death in March, 1878, making a weekly payment in respect of the rents to his wife. This action was brought by a residuary legatee for the administration of his estate. The widow claimed to be entitled to the leasehold property under the settlement and to have it assigned by the husband's executors to the surviving trustee of the settlement. The trustee and the widow were willing to ratify the surrender of the old lease and to adopt the old lease. It was contended on behalf of the plaintiffs that the court would not assist the widow, who was a volunteer; that the surrender of the old lease was a conveyance which, under the statute, 27 Eliz. c. 4, defeated the voluntary settlement; and that any trust for the wife of the new lease was void under the Statute of Frauds, because it was not declared in writing. Kay, J., held (32 W. R. 1013), on the authority of *Price v. Jenkins* (L. R. 5 Ch. D. 619), that the settlement was not voluntary, because the assignees became liable to pay the rent and perform the covenants. And he held that the husband was a constructive trustee of the old lease for his wife, and that he obtained the renewed lease by reason of his fiduciary position as trustee or agent for his wife, and that, consequently, his executors were trustees of the renewed lease for the widow. The Court of Appeal (COTTON, LINDLEY, and FRY, L.J.) affirmed the decision. COTTON, L.J., said that the evidence showed that the testator intended to give the benefit of the new lease to his wife, and his lordship was of opinion that, in obtaining the new lease, the testator acted as agent for the wife and the trustees of the settlement. The new lease became by construction or operation of law subject to the settlement. It was unnecessary to decide the question on the Statute of Elizabeth. LINDLEY, L.J., said that, as the testator acted as agent for his wife and the trustees, the trust of the new lease arose by construction or operation of law. Therefore, section 7 of the Statute of Frauds did not apply, but section 8 did, and it was not necessary that the trust should be declared in writing. FRY, L.J., concurred.—COUNSEL, COLEMAN-HARDY, Q.C., and CHADWICK-HEALEY; BEVITT, Q.C., and E. FORD; BADDOCK. SOLICITORS, STEADMAN & CO.; J. HARWOOD; CROWDER, ANSTIE, & VIGAR.

HIGH COURT OF JUSTICE.

TENANT FOR LIFE AND REMAINDERMAN—WASTING PROPERTY—CONVERSION.—In a case of *Poller v. Fegg*, before Pearson, J., on the 18th inst., the question was whether leasehold property, given by a testator on trust for a tenant for life and remaindermen, ought to be converted. The testator gave all the residue of his real and personal estate to trustees, upon trust to pay the annual income thereof to his wife during her life, and, after her decease, upon trust to sell the said residue of his real and personal estate in manner therein mentioned, and to divide the proceeds thereof between certain persons therein mentioned. The residue consisted to a great extent of leasehold houses, and the question was whether the wife was entitled to the rents *in specie* during her life, or whether the houses ought to be sold, and the proceeds invested in securities of a permanent nature. PEARSON, J., held that the leaseholds must be converted. He said that there was no doubt that the general rule was that, when a testator, without anything more, limited property on trust for A. for life, with remainder to B., property which was of a wasting nature ought to be converted, so as to carry out the intention of the testator to benefit the remainderman, and prevent the possibility of the property coming to an end during the life of the tenant for life. That rule was observed in *Macdonald v. Irvine* (L. R. 8 Ch. D. 101), in which the Court of Appeal were divided in opinion, James and Theisler, L.J.J., holding that the property ought to be converted, and Baggallay, L.J., being of opinion that the tenant for life was entitled to the income *in specie*. There Theisler, L.J. (p. 121), quoted from the judgment of Lord Romilly, M.R., in *Morgan v. Morgan* (14 Beav. 72), where he said: "In my opinion, the rule of law is that, unless there can be gathered from the will some expression of intention that the property is to be enjoyed *in specie*, the rule in *Howe v. Earl of Dartmouth* is to prevail." In *Hinnes v. Hinnes* (3 Hare. 611), Wigram, V.C., said: "It certainly has always appeared to me that, in the more modern cases, the court, in applying the rule, has leaned against conversion as strongly as is consistent with the supposition that the rule itself is well founded." It was rather difficult to reconcile these two doctrines. But his lordship took the rule to be that wasting property must be converted, unless there was some indication of an intention on the part of the testator that the tenant for life was to enjoy it *in specie*. If the gift was simply to A. for life, with remainder to B., there must be conversion. In the present case, there was no mention in the residuary gift of freehold, copyhold, and leasehold property; it was only a gift of the residue of real and personal estate. Again, there was no mention made of rents. The word "income" would include rents, but it was not a specific term pointing to rents. Again, there was no direction to the trustees to permit the wife to receive the income, which might point to a receipt of something already in existence; there was only a direction to the trustees to pay the income to her. All these things, in his lordship's opinion, were opposed to the notion that she was to receive the rents of the leaseholds *in specie*. *Aloock v. Sloper* (2 M. & K. 699) was relied on, and it was said that, because there was a direction to sell the property after the death of the wife, therefore she must have been intended to enjoy the income *in specie* during her life. That argument would apply to all the personal estate, and it was plain that some part of it must be got in before her death. The facts of *Aloock v. Sloper* were very peculiar; there was a distinct direction to sell the leasehold property at the death of the tenant for life. *Collins v. Collins* (2 M. & K. 703) was also distinguishable from the present case, for there the testator gave to his wife all and every part of his property in every shape, and without any reserve, and in whatever manner it was situated, for her life; and, at her death, the property was to be divided. Admitting that there was great difficulty in applying the general rule, which seemed very simple when it was stated, and not saying that he had no misgiving, his lordship did not think that the present case was an exception from the general rule.—COUNSEL, COLEMAN-HARDY, Q.C., and WOODROFFE; BEVITT, Q.C., and BADDOCK; LANGWORTHY; MCSWINEY. SOLICITORS, ROBINSON, PRESTON, & STOW; CROWDER, ANSTIE, & VIGAR.

LOCAL BOARD—FILLING UP VACANCIES—QUORUM—PUBLIC HEALTH ACT 1875, SCHEDULE 1, PART 1, RE. 2, 9; SCHEDULE 2, PART 1, R. 65.—In a case of *The Newhaven Local Board v. The Newhaven School Board*, before Pearson, J., on the 12th inst., a question arose as to the power of a local board to fill up casual vacancies in their number. By the Public Health Act, 1875, schedule 1, part (1), r. 2, "No business shall be transacted at any such meeting" (of a local board) "unless at least one-third of the full number of members be present thereat, subject to this qualification, that in no case shall a larger quorum than seven members be required." And by rule 9, "The proceedings of a local board shall not be invalidated by any vacancy or vacancies among their members, or by any defect in the election of such board, or in the election or selection or qualification of any members thereof." By schedule 2, part (1), r. 65, "Any casual vacancy occurring by death, resignation, disqualification, failure duly to elect members, or otherwise, in a local board, shall be filled up by the local board out of qualified persons within six weeks, or within such further period as the Local Government Board may by order allow; but the member so chosen shall retain his office so long only as the vacating member would have retained the same if no vacancy had occurred." The action was brought to restrain the defendant board from rebuilding their schools in contravention of a line of building alleged to have been prescribed by the plaintiffs, and the question was whether the line had been duly prescribed. The full number of the board was nine. All the members of the board except two had resigned. In May, 1884, these two members met and nominated three other persons as members; and, at an adjourned meeting held on the same day, the five nominated four other persons as

members, and, by the board as then appointed, the line of building was prescribed. Since that time a board had been elected by the ratepayers. On behalf of the defendants it was objected that the board had entirely lapsed, because the full number of the quorum, which was three, could not be constituted by the two remaining members. On behalf of the plaintiffs it was contended that the choice of members to fill casual vacancies was not business within the meaning of rule 2 of schedule 1, part 1. PEARSON, J., held that rule 2 applied to the filling up of vacancies, and that, consequently, the local board had lapsed when the building line was prescribed, and that, therefore, it was not duly prescribed. And he accordingly refused to grant an injunction.—COUNSEL, Cookson, Q.C., and Corrie Grant; Cozens-Hardy, Q.C., and Ashton Cross. SOLICITORS, Wood, Bird, & Wood; Speechley, Mumford, & Co.

PRACTICE—VENDOR AND PURCHASER—JUDGMENT FOR SPECIFIC PERFORMANCE—LIBERTY TO APPLY—ORDER FOR RESCISSION OF CONTRACT.—In a case of *The Corporation of Hull v. Morten*, before Pearson, J., on the 12th inst., a question arose as to making an order for the rescission of a contract for the purchase of land under the general liberty to apply reserved in a judgment for the specific performance of the contract. The plaintiffs were the vendors; the defendants were the representatives of the purchaser, who was dead. At the trial judgment was given for the specific performance of the contract, by which accounts were also directed. And it was declared that the plaintiffs were entitled to a lien on the land for what should be found due to them on the taking of the accounts. And, in case default should be made in payment by the defendants of what should be found due to the plaintiffs, within a month from the date of the chief clerk's certificate, liberty was given to the plaintiffs to apply as to enforcing their lien by a sale or otherwise. General liberty to apply was also reserved. The estate of the purchaser was being administered by the court, and was insolvent. The value of the land was less than the amount which the certificate had found to be due from the defendants to the plaintiffs. The plaintiffs, under the general liberty to apply, moved for an order for the rescission of the contract. PEARSON, J., held that he had power to make the order, and he accordingly ordered the contract to be rescinded.—COUNSEL, G. Curtis Price; Davenport. SOLICITORS, Collyer-Bristow & Co.; Cunliffe, Davenport, & Co.

TRUSTEE—INVESTMENTS INVOLVING UNLIMITED LIABILITY—BANK SHARES—POWER OF COURT TO ORDER SALE.—In a case of *Millett v. Haworth*, before Pearson, J., on the 16th inst., a question arose as to the power of the court to order shares in a bank (which formed part of a trust estate), the liability on the shares being for some purposes unlimited, to be sold, contrary to the wish of the tenant for life, in order to relieve the trustees from liability. A testator, by his will, executed in 1865, bequeathed to three trustees his fifty shares in the South Australian Banking Company, and also his thirty-four shares in the South Australian Land Company, upon trust to pay the dividends, interest, or income thereof respectively, or of the securities in or upon which the same should for the time being be invested, to his niece C. during her life, for her separate use, without power of anticipation, and after her death on trust for her children, and, in default of children, on trust for five named persons in equal shares. And the testator declared that it should be lawful for his trustees, at any time or times, by the express direction and with the consent in writing of C. during her life, to sell the bank and land shares, and to invest the proceeds of sale in the securities therein mentioned. The testator died in 1865. At that time the South Australian Banking Company was governed by a charter, granted for twenty-one years, which would expire in 1868. By that charter the liability of the shareholders was limited to double the original amount of the shares. The shares were of the nominal amount of £25, the whole of which had been paid up, so that the further liability was £25 per share. In 1866 the company obtained a supplemental charter for a further period of twenty-one years from 1868. The provisions of this charter were in substance the same as those of the former one, except that a larger power of issuing notes was given, and the capital was increased. In 1884, the company obtained an Act which empowered them to register with limited liability. The capital was not increased, but the power of issuing notes was considerably enlarged, and the area of the bank's operations was extended. And it was provided that, as regards notes issued by the bank, the liability of the bank should, after the expiration of seven years, be unlimited. The trustees, one of whom was an original trustee, and the other two had been subsequently appointed, desired to sell the shares, so as to relieve themselves from liability; but the tenant for life would not consent to a sale, the effect of which would have been greatly to diminish her income. This action was commenced by originating summons, by the trustees against the tenant for life, asking for an order to sell the bank shares, without the direction or consent of the tenant for life, and to re-invest the proceeds on any of the securities authorized by the will, without any further consent of the tenant for life. PEARSON, J., declined to sanction this course. He said that the application was a very novel one. The trustees were asking to be relieved from the trust which they had undertaken. There were, no doubt, cases in which trustees had quarrelled, or for some other reason found it inconvenient to act in their trust, or where the tenant for life had so embarrassed them that they might properly ask the court to relieve them, and in such cases the court had assisted trustees. But there was no case to be found like the present. The tenant for life had done nothing wrong; the trustees had not been embarrassed by anything done by her. The trustees only said that the burden of the trust had now become so much greater than it was, that they were entitled to be relieved, by having the bank shares sold, and some more innocuous investment

substituted. No authority had been cited in support of their claim. No doubt the liability on the shares was now very different from the original liability, and was a much more dangerous one. But the new liability did not accrue for seven years; the old liability remained until the year 1891. Till 1891 the trustees would not be more heavily burdened than when they accepted the trust. It was said that the liability in respect of notes was larger than it was, by reason of the increased issue, but his lordship did not think that the court could regard that. No doubt, if the nature of the liability had become entirely altered, the court would relieve trustees so far as it could. But his lordship did not think that either party expected that the bank would continue in exactly the same position as it was when the testator died. By the original charter power was expressly reserved to apply to Parliament for an Act. Nor was the danger so pressing that the court ought to intervene contrary to the wish of the tenant for life. If the trustees could find other respectable and proper persons willing to accept the trust, the court would aid them in shifting the burden. But, the increased liability being very shadowy until 1891, his lordship thought that the court ought not now, against the wish of the tenant for life, to take a step which would reduce her income by one half. He should, therefore, make no order now, but adjourn the hearing of the summons, with liberty to apply.—COUNSEL, Cookson, Q.C., and Stock; G. Williamson. SOLICITORS, Coode, Kingdon, & Cotton; Williamson, Hill, & Co.

LIMITED COMPANY—REGISTRATION OF CHARGES AFFECTING PROPERTY OF COMPANY—EQUITABLE CHARGE GIVEN TO COMPANY'S SOLICITOR—COMPANIES ACT, 1862, s. 43.—In the case of *In re The General Horticultural Company (John Wills, Limited)*, before Chitty, J., on the 16th inst., the question was raised whether an equitable charge over certain leasehold property sold to, and in possession of, the company was avoided by reason of non-registration under the Companies Act, 1862, s. 43, which provides that "every limited company shall keep a register of all mortgages and charges specifically affecting property of the company, and shall enter in such register in respect of each mortgage or charge a short description of the property mortgaged or charged, the amount of charge created, and the names of the mortgagees or persons entitled to such charge. If any property of the company is mortgaged or charged without such entry as aforesaid being made, every director, manager, or other officer of the company, who knowingly and wilfully authorizes or permits the omission of such entry, shall incur a penalty not exceeding £50." It appeared that the equitable charge was given on the 17th of December, 1879, to Mr. Whitehouse, a solicitor, by Mr. Wills. The company was incorporated on the 18th of March, 1880, and on the 17th of March, 1880, Mr. Wills agreed to sell to a trustee for the company the property charged, together with other properties, for a sum payable in cash and shares. The property was sold free from incumbrances, and the purchase-money would have been sufficient if paid to have paid off all the then incumbrances in full. The agreement was adopted by the company, but they were not able to carry out the same, and in January, 1881, the vendor, Mr. Wills, agreed to waive his vendor's lien until the company were in a position to pay their shareholders a dividend of five per cent. The company was wound up in November, 1882. Mr. Whitehouse had acted as solicitor for the company from its incorporation down to the time of the winding up, and claimed the property under his charge. It was contended, on behalf of the official liquidator, that Mr. Whitehouse was an officer of the company within the meaning of the section, on the authority of *Ex parte Volpy and Chaplin* (30 W. R. 347, L. R. 7 Ch. 289); that the charge "specifically affected" property of the company and required registration, and that in accordance with the decisions under the section, as the charge was not registered, Mr. Whitehouse could not now enforce the same. It was contended by Mr. Whitehouse that the section was not intended to apply, and did not apply, to an overriding charge and one entered into before the incorporation of the company, but only to mortgages and charges created by the company itself, and that the charge did not "affect" any property of the company itself. CHITTY, J., said that the words of the section showed that the mortgages and charges referred to were those created by the company itself. The words, "if any property is subject or charged," although in the present tense, had really a future meaning, and it was to be noticed that the name of the mortgagor was not one of the things requiring to be registered. The agreement for sale was registered, and he did not see how the registration of the equitable charge would give creditors any more information than they already possessed—namely, that the company were liable to pay the amounts of the purchase-money which, if paid, would be applied *pro tanto* in satisfaction of the charge. No doubt the decisions showed that if the charge required registration it could not be enforced by an officer of the company. He did not consider that the charge required registration, and, therefore, he must refuse the summons. The liquidator must pay the costs of the respondents, and would have his own costs out of the assets.—COUNSEL, Bramwell Davis; Crossley, Q.C., and Charles Broune. SOLICITORS, A. Toovey; W. M. M. Whitehouse.

R. S. C., 1883, ORD. 42, RR. 4, 28—JUDICATURE ACT, 1873, s. 25, SUBSECTION 8—EQUITABLE EXECUTION—MISAPPROPRIATION OF TRUST MONIES—ORDER TO PAY INTO COURT—ENFORCEMENT OF ORDER BY RECEIVER.—In the case of *In re Coney, Coney v. Bennett*, before Chitty, J., on the 12th inst., a motion was made by the plaintiffs for the appointment of a receiver of the defendant's share and interest in a syndicate. It appeared that the defendant had not complied with an order directing him to pay into court certain moneys received by him as trustee, but had gone abroad. The motion was resisted, on the ground that the only means of enforcing the order were those provided by R. S. C., 1883, ord. 42, r. 4, which is as follows:—"A judgment for the payment of money into court may be

enforced by writ of sequestration, or in cases in which attachment is authorized by law by attachment." *Sprunt v. Pugh* (26 W. R. 473, L. R. 7 Ch. D. 567), and *Westhead v. Riley* (32 W. R. 573, L. R. 25 Ch. D. 413), were referred to. CHITTY, J., said that the process asked for by the plaintiffs was the cheaper and more convenient mode of enforcing the order, and preferable to process by *fi. fa.* The case fell within the enlarged jurisdiction conferred on the High Court by the Judicature Act, 1873, s. 25, subsection 8, under which the court had a general power of appointing receivers in all cases which it was just and convenient. Moreover, that R. S. C., 1883, ord. 42, r. 4, was not an exhaustive rule was plainly shown by ord. 42, r. 28, which expressly saved other modes of enforcing judgments or orders. The plaintiffs, therefore, were entitled to the order asked for.—COUNSEL, *Romer, Q.C., and Underhill; S. Hall; A. W. Rowden.* SOLICITORS, *Aldridge, Thorn, & Morris, for Fenn, D'Albani, & Ellis, Newmarket; Miller & Miller; Park, Nelson, Morgan, & Gemmell.*

PRACTICE—FORECLOSURE ABSOLUTE—EVIDENCE OF NON-PAYMENT.—In the case of *Frith v. Cooke*, also before Chitty, J., on the 12th inst., upon motion by the plaintiff in a foreclosure action for foreclosure absolute, it appeared that the only affidavit of non-payment was by the solicitor's clerk attending on behalf of the plaintiff. It was stated the defendant had never appeared in the action. CHITTY, J., after being referred to *Beton on Decrees*, 4th ed., p. 1091, stating that an affidavit of non-payment was also required from the plaintiff himself, though he had not attended, said that he saw no objection to dispensing with the plaintiff's affidavit.—COUNSEL, *A. Gordon.* SOLICITORS, *Kingsford, Dorman, & Co.*

WILL—CONSTRUCTION—LEASING POWER—MINING LEASE—RIGHT TO RENTS—TENANT FOR LIFE AND REMAINDERMAN.—In the case of *Hunter v. Lord Howe*, which came before BACON, V.C., on the 12th inst., a question arose upon the construction of a power to lease mines, and a further question arose as to the right of the tenant for life to the enjoyment of the whole of the rents reserved under a mining lease, without retaining any part as capital. A testator who died in 1867 devised by his will all his real estate upon trust for his eldest son, the plaintiff, for life, without impeachment for waste, and, subject to remainders in favour of the plaintiff's unborn sons successively in tail, upon trust for his daughters as tenants in common in tail; and he empowered the trustees of his will "during the minority of any person entitled under this my will," at their discretion, or "with the consent in writing of the person for the time being tenant in tail in possession," to lease, or accept a surrender of existing lease, and re-demise and lease any portion of his estates consisting of minerals for such term and annual rents as they should deem expedient. The testator was at the date of his death entitled to mines under the township of Hartsday in severalty, and was also entitled to six undivided eighths of mines under the township of Ripley. The remaining two-eighths belonged respectively to J. J. and J. C. Topham. The whole of both properties was demised in 1854, under one indenture, to the Butterley Coal Company, at certain acreage rents and a minimum rent of £1,500. The lease contained a proviso in favour of the Tophams that under no circumstances were they to be entitled to less than two-eighths of the minimum rent accruing due in respect of the entirety of both properties. In 1880, during the minority of the plaintiff, an agreement was entered into by the trustees of the testator and the Tophams to renew the lease to the Butterley Company, and also to lease to them some new veins in the same districts, and the agreement provided that the terms of the former lease should be embodied in the new lease so far as applicable. The plaintiff now applied to have the agreement of 1880 carried into effect, with the variation that the trustees might grant two leases of the two properties, and that the rents might be apportioned; he also asked that two-eighths of the aggregate minimum rents might be paid to the Tophams, and that the residue might be paid to him. Before the hearing of the summons the Tophams waived their rights under the agreement to two-eighths of the whole rent. At the date of the application the plaintiff had attained twenty-one, and there were also living two daughters of the testator, one of whom was an infant. It was contended on behalf of the persons entitled in remainder that the original agreement was a breach of trust, as it involved the application of trust-moneys for purposes not comprised in the trust; that the words "during the minority of any person entitled" must refer to title in possession, and that consequently after the majority of the tenant for life, there being no minor entitled in possession and no tenant in tail entitled in possession, the power of the trustees no longer subsisted, and it was not competent for them to modify the original agreement so as to make it binding upon the inheritance; and that in any case the rent ought to be capitalized for the benefit of the remaindermen. BACON, V.C., said that the most formidable difficulty was derived from the words of the power. His lordship could not help what the testator meant, but must construe his intention by the language of the will. The word "entitled" could not be construed as "entitled in possession," and the power of the trustees was therefore subsisting. It was objected that the Tophams claimed some interest under the agreement to which they were not strictly entitled, but that was no longer demanded. Therefore the agreement ought to be carried into effect as if there had never been any such proviso. As to the application of the rents, the terms of the power were very wide, and the tenant for life was not impeachable for waste; he was therefore entitled to the whole of the rents.—COUNSEL, *G. W. Hemming, Q.C., and Eastwick; R. Gaskell; H. B. Hemming; Lovett.* SOLICITOR, *H. Entwistle, Bury.*

WILL—CONSTRUCTION—WORDS IMPORTING CONTINGENCY—VESTED REMAINDER.—In the case of *In re Martin, Smith v. Martin*, which came

before Kay, J., on the 13th inst., a question arose whether a devise which, according to its literal construction, imported a contingency, could be construed as a vested remainder. A testatrix, by her will, dated in 1871, devised several freehold cottages at Forest-hill upon trust for E. S. for life, and after her decease upon trust to pay or otherwise permit A. B. to receive the rents and profits for the term of her natural life, if she should be living at the death of E. S., but if she should be then dead, upon trust for her two nieces absolutely as tenants in common, and the will also contained a residuary devise to A. B. A. B. survived E. S., and the question was whether her life estate became enlarged into a fee simple by virtue of the residuary gift, or whether the two nieces were entitled on her death. KAY, J., said that it was argued that A. B. took, not only for life, but absolutely by reason of the residuary gift, but if that had been the intention the specific devise ought to have been in fee in the first instance. In cases of ambiguity the court had often dealt with gifts in which the literal construction imported a contingency, and had treated such gifts as remainders, as in *Luxford v. Cheeke* (3 Lev. 125), *Maddison v. Chapman* (4 K. & J. 709, 3 De G. & J. 536), *Eastwood v. Lockwood* (15 W. R. 611, L. R. 3 Eq. 487), *Gulliver v. Wickett* (1 Wils. 105), *Meads v. Wood* (19 Beav. 215), and *Leadbeater v. Cross* (25 W. R. 96, L. R. 2 Q. B. D. 18). Upon the authority of those cases his lordship held that the two nieces took vested remainders dependent on A. B.'s life estate.—COUNSEL, *Hastings, Q.C., and W. Radcliffe; Kekewich, Q.C., and Prior; R. A. Germaine.* SOLICITORS, *Marchant & Benwell; Newton & Wyatt, for Newton & Down, Lewisham.*

PRACTICE—AFFIDAVIT—CROSS-EXAMINATION—EXPENSES—R. S. C., 1883, ORD. 37, r. 22; ORD. 38, r. 28.—In the case of *Manuel v. Olanricarde*, which came before Kay, J., on the 11th inst., the question arose whether ord. 37, r. 22, which provides that the practice with reference to the examination, cross-examination, and re-examination of witnesses at a trial shall extend to evidence taken in any cause or matter at any stage, incorporated the provisions of ord. 38, r. 28, to the effect that a party producing a deponent for cross-examination shall not be entitled to demand the expenses thereof in the first instance. By an order made on the 22nd of January, 1885, liberty to all parties was given to cross-examine and re-examine before an examiner the several persons who had filed affidavits in reference to a motion by the plaintiff. In pursuance of this order, the plaintiff, who resided in Wales, was subpoenaed to attend in London, but no conduct-money was offered to her, and she did not appear. The defendants now moved that she might be ordered to attend at her own expense and to pay the costs of the motion. It was contended, on behalf of the plaintiff, that the practice as to cross-examinations, &c., mentioned in rule 22 of order 37, did not include the production of the witness. KAY, J., said that it had been held in *In re Knight, Knight v. Gardner* (32 W. R. 469, L. R. 25 Ch. D. 297) that ord. 38, r. 4, of the Rules of 1875, which corresponded to ord. 38, r. 28, of the new rules, applied only to the trial of the action. But the old rules contained no provision corresponding to ord. 37, r. 22; therefore, in his lordship's opinion, that rule was introduced for the very purpose of preventing there being any difference in practice, in this or any other respect, between evidence taken at the trial and evidence taken at any stage of a cause or matter. A similar question was decided in *Backhouse v. Alcock* (33 W. R. 407), with reference to ord. 37, r. 21. His lordship granted the application, with costs.—COUNSEL, *Pearson, Q.C.; Hastings, Q.C., and Dauney.* SOLICITORS, *Ellis, Munday, & Bartrum; Stogdon.*

PRACTICE—MOTION FOR JUDGMENT—SETTING DOWN—R. S. C., 1883, ORD. 32, r. 6.—In the case of *Warner v. Davies*, which came before Kay, J., on the 11th inst., the question arose whether a motion for judgment under ord. 32, r. 6, "where admissions of fact have been made either on the pleadings or otherwise," must be set down. The action was a foreclosure action by a first mortgagee. The defendant Davies, the mortgagor, did not deliver any defence, and the defendant Weightman, who was second mortgagee, admitted the plaintiff's title by his defence. The plaintiff served notices of motion on both defendants for such judgment as he might be entitled to, as against the mortgagor, on the statement of claim, and as against the second mortgagee upon admissions in his defence. This notice was served for a motion day, and the motion was brought on as an ordinary motion. The defendant Weightman alone appeared on the motion. KAY, J., ordered the action to be set down against the defendant Weightman as on motion for judgment, he accepting the same notice of motion as notice of motion for the 20th. The action to be in the short cause list for that day, and notice to be given to the mortgagor that the motion would come on on that day.—COUNSEL, *Kekewich, Q.C., and W. Spence; Cecil Russell.* SOLICITORS, *Hewes; Weightman.*

PRACTICE—PLEADING—ACTION FOR LIBEL—PLEADING MATTERS OF AGGRAVATION—R. S. C., 1883, ORD. 19, r. 4.—In the case of *Glossop v. Spindler*, which came before the Divisional Court (Grove and Deaman, JJ.), on the 15th inst., a question of pleading arose. The claim was for damages for libel, and the statement of claim alleged, in paragraph 1, that the defendant falsely and maliciously printed and published of the plaintiff in a newspaper certain defamatory matter; and in paragraph 2, that "the defendant, on previous occasions, and in furtherance of malicious motives on his part towards the plaintiff, maliciously printed and published of the plaintiff various statements and paragraphs in the said newspaper, and these, for convenience of reference, are set forth in the appendix hereto." The plaintiff only claimed damages in respect of the libel set out in paragraph 1. In the appendix were set forth certain paragraphs, twenty-one in all, that appeared from time to time in the

defendant's newspaper, both before and after the date of the libel for which the defendant claimed damages. The defendant applied to have paragraph 2 and the appendix struck out as being embarrassing, and as being contrary to the provisions of ord. 19, r. 4, which says that every pleading shall contain, and contain only, a statement in a summary form of the material facts on which the party pleading relies for his claim or defence, but not the evidence by which they are to be proved. The Court on appeal from the judge at chambers, held that paragraph 2 was properly pleaded within the principle of *Millington v. Loring* (29 W. R. 207; L. R. 6 Q. B. D. 190), as it contained a statement of material facts upon which the plaintiff would rely at the trial as constituting malicious motives, but that the appendix must be struck out of the statement of claim, as it contained the evidence to prove the alleged facts in paragraph 2, and was, therefore, a violation of the provisions of ord. 19, r. 4. The Court allowed the plaintiff to deliver the appendix as particulars of the facts alleged in paragraph 2, and expressed a strong doubt as to whether an appendix to a pleading was in any case allowable.—COUNSEL, *Banks; McIntyre*. SOLICITORS, *Wright & Filley*, for *Ruston, Clark, & Ruston*, Brentford; *Paterson, Son, & Garner*, for *Woolfs, Paterson, & Garner*, Uxbridge.

COUNTY COURTS.

NEWCASTLE-UPON-TYNE.

(Before Judge HOLL, Q.C.)

In re George Turnbull, deceased; Ex parte Elizabeth Turnbull.

Insolvent deceased—Testamentary expenses—Bankruptcy Act, 1883, s. 125 (7).

This was a motion by Elizabeth Turnbull, the executrix of George Turnbull, who died insolvent in October, 1884, and whose estate is being administered in bankruptcy under an order of this court, that the bill of costs of her solicitors, Messrs. G. & F. Brumell, of Morpeth, incurred before the administration order, should be regarded as a preferential debt under the sub-section above referred to, which enacts that, in the administration of the property of a deceased debtor, "the official receiver shall have regard to any claim by the legal personal representative to payment of the proper funeral and testamentary expenses incurred by him in and about the debtor's estate, and such claims shall be deemed a preferential debt under the order, and be payable in full out of the debtor's estate in priority to all other debts."

The bill amounted to £53 13s. 4d., of which £2 8s. 8d. was for charges for obtaining probate; £2 10s. 8d. for the fees of the Probate Court; and £5 5s. for a valuation of farming stock, &c. The rest of the charges were for advertising for claims, arranging for the temporary carrying on of the debtor's farms, negotiating with the landlord, who claimed a large sum for arrears of rent, taking counsel's opinion, and generally ascertaining the position of the debtor's affairs and advising the executrix. The official receiver, acting under instructions of the Board of Trade, to whom he had referred the matter, refused to allow more than the items of £2 8s. 8d., £2 10s. 8d., and £5 5s. above mentioned, on the ground that "testamentary expenses" included only the costs of obtaining probate.

Mr. Robert Pybus (Gibson, Pybus, & Pybus), in support of the motion, cited *Brougham v. Poulett* (19 Beav., at p. 134); *Harloe v. Harloe* (L. R. 20 472; *Sharp v. Lush* (L. R. 10 Ch. D. 468); and *In re Young, Young v. Dolman* (44 L. T. 499), as authorities for the proposition that "testamentary expenses" included such charges as those objected to; and submitted that the words "incurred in and about the debtor's estate" were inserted as if to prevent doubt, and also that this court was, for the purposes of section 125, only substituted for the Chancery Division of the High Court of Justice, in which such costs were always allowed as between solicitor and client.

The Official Receiver (Mr. Arthur S. Maples), in person, urged that the word "testamentary" must be construed literally and strictly; that the words "incurred in and about the debtor's estate" did not carry the meaning further; and that this being a new enactment which had not yet received judicial interpretation, the cases cited did not apply.

His Honour, in giving judgment, said that this was a point which had not to his knowledge been raised before, but he felt little difficulty in deciding in favour of the applicant. The cases cited showed that the courts had always held the words "testamentary expenses," when used in wills, to include charges of the kind asked for. Moreover, he thought that the words "incurred in and about the debtor's estate" did, if necessary, extend the meaning. These were charges which had been necessarily incurred by the executrix in the due performance of her office, and for which she had rendered herself personally liable, and it would be unreasonable that she should have to pay them out of her own pocket. The practice of the Chancery Division, to which the administration of the estates of persons who had died insolvent was assigned before the passing of this Act, always allowed the personal representative his expenses of this kind. He therefore ordered the bill to be taxed as between solicitor and client, on the principle that the words "testamentary expenses incurred in and about the debtor's estate" are to be construed as not limited to the expenses of obtaining probate, but as including the reasonable expenses of investigating the position of the debtor's affairs, and generally of administering his estate prior to the administration order, and that the amount of the bill when taxed should be deemed a preferential debt, and be paid in full out of the debtor's estate.

He also ordered the costs of the motion to be paid out of the estate.

SOCIETIES.

UNITED LAW CLERKS' SOCIETY.

The fifty-third anniversary festival of the United Law Clerks' Society was held on Tuesday evening at the Freemasons' Tavern, the Hon. Mr. Justice Wills occupying the chair. A large number of the members of the society were present.

The society was established in the year 1832 by a few managing clerks for the relief of members, who are required to be law clerks, and it has grown from small beginnings until at the present time it possesses a capital of upwards of £73,000. The receipts during the past year amounted to over £5,300, of which £3,500 was expended in the assistance of members, non-members, and their widows and families. The society, in addition to assisting sick and disabled members and their widows, grants relief, by way of loan, to members suffering from temporary pecuniary pressure. The number of members who had received relief in sickness during the year was fifty-six, in satisfying whose claims £489 15s. had been expended; the total sum paid on account of illness now amounting to £15,542 18s. An allowance of £50 is made on the death of a member, and half that amount on the death of his wife. The aggregate amount of relief afforded to the members since the formation of the society is £80,945 14s. 11d. The society also grants relief, by way of loan, to members suffering from temporary pecuniary pressure, which is paid back by instalments without interest. £412 1s. had been expended with this object during the year, making the total relief afforded out of this fund alone £18,227 1s. 6d.

The CHAIRMAN, who on rising was received with loud cheers, proposed the health of "The Queen," remarking that at the present moment, which must be one of great personal anxiety to her Majesty, it was the time of all others that they should wish her long life, health, and prosperity.

The toast having been honoured with customary enthusiasm,

The CHAIRMAN gave the health of "The Prince and Princess of Wales, and the other Members of the Royal Family." He said that in an assembly of lawyers it must be gratifying to think that in proposing this toast he was proposing the health of, at least, two members of the great profession to which those present belonged. As a Middle Temple man himself, he was proud to think that he was proposing the health of two benchers of his own Inn. He next submitted the health of "The Army, Navy, and Auxiliary Forces." He observed that it had been very recently a time when the consideration of what the forces could do was a subject which came home to the hearts of the nation. The army in former times had always proved itself equal to these critical and difficult periods, and he had no doubt that in the future it would show itself capable of as great deeds as ever. Nothing could have been more admirable than the conduct of the soldiers in the Soudan, surrounded as they were by enormous difficulties of many kinds. He hoped, too, that the navy would never cease to occupy the highest place in the hearts of Englishmen.

Mr. TYRELL PAINE responded to the toast, referring to the admirable conduct of the troops in the Soudan, fighting without sufficient water and food, and without having had sufficient sleep. As for the navy, in all our recent wars it had been called upon to fight on land as well as on the sea.

The CHAIRMAN proposed the toast of the evening, "Prosperity to the United Law Clerks' Society." He said: I have the honour of introducing to you a toast for the special purpose of celebrating which we are met here to-night. That is, of course, "Prosperity to the United Law Clerks' Society." Your society is not far off the same age as myself. It attains on this occasion its fifty-third year, but, unlike the gentleman who has now the honour of addressing you, it is still in its youth, and it has but entered upon its career of prosperity and of usefulness. There is no reason why it should grow old. It has no grey hairs to fear, it has no failing health to look forward to, it has no decadence to picture to itself in the distance, possibly not very far off. And yet the flight of time brings with it some solemn thoughts which it would be scarcely appropriate to pass over in silence on this occasion, festive and bright as it is. We have lost, since the last time you met here, one of the best and one of the noblest and one of the greatest patrons that this society ever had the satisfaction of calling its own in sympathy and in interest, and in everything that could create that bond between himself and it. I mean we have lost Lord Cairns, a great loss to the society, a greater loss to the profession to which he belonged, a greater loss still to the country which had the honour of claiming him as its own. It is not for me to make comparisons between one public man and another, especially in my own profession, but I shall not be making an invidious comparison when I say that within my time and within my recollection no man has enjoyed a brighter or a higher or more honourable reputation than the late Lord Cairns. We have had certainly within my time, and I think I may say within a time going far back beyond, no greater lawyer, no greater master of the magnificent language to which he was born, no clearer intellect, no more judicial mind than that of Lord Cairns, who was so much interested and who displayed constantly so much interest in your society; and at the present moment, when, but for his untimely death, the country might have had the benefit of his services—and that is an expression which may be used by a Liberal like myself as well as by the utmost Conservative in the room—at a moment when, but that the hand of death has been heavy upon our nation in that respect, the country might have had the benefit of his eminent services, of his long experience, of his clear and impartial intellect; it is particularly the time when we should in passing at least express our regret that he is no longer amongst us. The report which we have all of us read leads us to think of another death which I should not like to pass

over unnoticed in the few remarks which it is my privilege to have the opportunity of addressing to you. An old friend of my own, a man well known in Westminster Hall as well as in the new Law Courts, a man esteemed and respected alike in Westminster Hall and in the Royal Courts of Justice and wherever he was known, was our late friend Francis Turner, whose most untimely death we deplore and emphatically deplore. But if men must grow old and die, there is no reason why your society should wax old or should contemplate either decadence or death in the future. You have but to conduct it upon right principles and there is no reason why the wish which we must everyone of us feel, *esto perpetua*, should not be realized in practice and in future, and I am rejoiced to see that your committee in the able report which I have had the pleasure of reading have had the courage to bring before you the fact that your figures, which appear so favourable in your balance-sheet, must be carefully scrutinized, and must be subject to the ceaseless vigilance and watchfulness of those whose duty it is to conduct the affairs of this society, in order that they may not lead you upon a false scent, and beguile you into a carelessness and a want of interest begotten in the confidence of the full tide of success which might be unfounded. Your actuary, Mr. Hardy, warns you, and one would like to emphasize the warning, that a society which, although it has attained a length of years which in the life of man is considerable, is yet, in the life of societies of this kind, in its early manhood, must look forward, and must see that the future is well cared for as well as the present in prosperity and apparently in the full tide of success. And, says Mr. Hardy, as I understand him, the time must come, and must come gradually and surely year by year, when larger and larger demands must be made upon the funds of this society, because the period when everybody was contributing to and few people taking from the funds of the society is coming to its natural termination, and the time is at hand when the funds will be more and more drawn upon by those who have legitimate claims upon the society, and who are rapidly verging towards that age and that stage in life in which their needs will claim the assistance to which they are entitled, and which it is the privilege and the object of this society to minister. I am not going to preach any sermon to you, but I think that, with regard to the society to which we must all wish so well, that it is scarcely out of place to emphasize the warning which Mr. Hardy gives, and to call upon you who have so vital an interest in the success of this undertaking to do what he says—to support it continually and constantly, and to support it, not only by your own personal contributions but by an accession of that personal zeal—by bringing to bear upon your fellows and your associates in the honourable profession in which you are all engaged what pressure you can to bring within this ample fold those who yet stay without it, and to call upon those who ought to contribute to its funds and become its members, to join its ranks and swell its numbers. Nobody can doubt, all experience shows it, that it is by widening the area of support, and thus diminishing the operation of mere chance, and reducing the influence of fluctuations in different directions to something like a dead certainty of mere statistics—it is by that means, and by that means alone, that the continued and continuous prosperity of a society of this kind can be secured, can be fortified, and can be continued. It is difficult, very difficult, to find new topics to touch upon in an address like this, because there is scarcely a thought that can occur to one that probably has not been repeated from this chair on some occasion or other in times gone by. A very great man belonging to antiquity—the Chinese philosopher, Confucius—is said, upon one occasion, to have been asked what was the most difficult thing that he knew of, and he said, after a long pause and time taken to consider, that, to his mind, it was to find a black hat, on a very dark night, in a place where it was not. I think, if he had been the chairman upon an occasion like this, he would have added to his list of difficulties that of saying something which was new, which was also true, and of not confining himself, if he said anything which was new, to that which was not true, and, if he said anything true, to that which was not new. Fortunately, the truth is not always the worse for being of some use, and I am happy to have the occasion of asking you, who belong all to the same honourable profession as myself, what is the interest we all have in common in upholding its dignity, its respectability, and the consideration which it should enjoy in the eyes of the public. And there is one outside of your body to whom these remarks more particularly apply, because I cannot help feeling, from my own small experience on the bench, how much the administration of justice in that most important, though not much thought of, department which consists of the business in judges' chambers depends upon the veracity, the trustworthiness, the honour, and the integrity of the clerks who practise in that arena. I cannot help thinking that the public estimation in which men of that class are held, and will be held, depends largely upon those habits of thrift, prudence, and frugality, self-restraint and temperance which alone can give birth to a society of this kind, which alone can maintain it in usefulness and prosperity, and which alone can ensure its continuity and its lengthened and permanent existence. May I be pardoned if I permit myself, from a selfish point of view, to say that it is a practical conviction driven home to me, day by day, by my new duties, how much the administration of justice owes to the qualities of mind to which I have adverted, which leads me to throw my whole heart and soul into the toast which I am asked to propose to you this night, because I cannot help feeling that the existence of a great society like this, that the good which it has done, the good which it does, the good which it is going to do, reflects an honour upon the profession to which I, in common with you, belong, and reflects an honour specially upon those branches of the profession who contribute to the funds of this society, which has its own most important part in the effective administration of that justice which it is my privilege to have something to do with administering. But I am almost ashamed to have intruded upon such a subject as this, even for a moment, that personal

element, because the interests which are indicated in the toast which it is my privilege to propound to you are of so much higher a character, and they belong so essentially to the public, to the future, to the vast body of men, that something like a personal consideration ought to be entirely out of sight and lost to view for ever. There are yet many toasts to be proposed; therefore, I must be brief. Therefore, without further preface, but, at the same time, with all the goodwill, with all the sympathy, with all the heartfelt respect of which I am master, I propose to your acceptance and ask you, with the utmost cordiality, to receive the toast of "Prosperity to the United Law Clerks' Society."

The toast was drunk unopposed, and with three times three. Mr. C. A. RUSSELL proposed the health of "the Patrons of the Society." After referring to the long list of eminent men who were patrons of the society, he spoke of the value of the services of a good clerk. No man could attain to a high position in the legal profession without having felt, again and again, the immense assistance to be derived from the services of a good clerk; therefore, there must be good feeling between those who were the patrons of the society and its members. He would connect with the toast the name of Mr. Horace Davey.

Mr. HORACE DAVEY, Q.C., M.P., who, on rising to respond, was loudly cheered, said he could not but add his tribute to the tribute which had been so eloquently paid by the chairman to the late Lord Cairns. He (Mr. Davey) could assert from his own personal knowledge that there was no person in the profession, or out of it, who took a greater interest in the welfare of this society than did the late Lord Cairns, and he knew that there was no name which deserved to be more highly honoured and commemorated in a society of lawyers of every kind than the name of Lord Cairns. Not only was he, when he was at the bar, the model of what an advocate should be; not only did he know how to do that most difficult thing for a client, to reconcile his self-respect with zeal for his client; but upon the bench there was no judge whose judgments were more keenly incisive, or which would show a more just appreciation of the facts upon which he had to express an opinion, or a more clear and lucid conception of the law applicable to those facts. But he (Mr. Davey) asked himself why it was that these distinguished judges and lawyers who were patrons of the society had lent their names for that purpose, and he thought the answer to be found was one which was at once creditable to them, and also creditable to the society. It was that they wished to recognize the large debt of gratitude which they owed to the members of this society who had served as clerks with them. No practising barrister would deny the obligations he was under to his clerk; but they also owed large obligations to the zeal and attention to their duties which were conspicuous in the clerks of solicitors who instructed the barrister. No one would contradict him if he said that if a man had a difficult, heavy, serious case to conduct there was all the difference in the world in the assistance which he obtained from one clerk and another, and that his labours were lightened by the assistance he received in most cases to a degree which no one without the experience would believe to be possible. It was right that the society should have honorary members who should express the interest which they felt, and justly felt, in the prosperity of the society by contributing towards its funds, and he hoped that the assistance of the honorary members might enable the society to be sometimes generous beyond, perhaps, the strict requirements of justice, and that was the proper purpose to which the subscriptions of honorary members might be applied. But if the society was to continue, as he hoped and believed it would, to be founded on a sound financial basis, they must do as all independent Englishmen did—trust to their own resources. One of the qualities which distinguished Englishmen from other nations was their independence, their capacity for self-government, for arranging their own affairs, for combining together to do that, by their joint effort and concurrence, which single individuals could not do by themselves. There were countries in Europe where a society of this kind would not be allowed to exist, because the Government would be afraid it would have some political or social bearing so as to disturb the order of the country. He would urge them to preserve the character of Englishmen, and to let the society be founded on a sound commercial basis.

Mr. F. O. CRUMP, in very genial terms, proposed the health of the chairman, observing that perhaps it was well that a member of the junior bar should be called upon to do so, because the junior barrister had the privilege of meeting the judge at chambers.

The toast was drunk with loud cheering, the company rising to their feet.

The CHAIRMAN, in responding, spoke of his experience when at the bar, and the readiness with which the clerks of other barristers took the opportunity of rendering him a service whenever it presented itself, and he had still to bear his testimony to the value of the assistance of clerks, both of barristers and solicitors, in the performance of his duties in chambers.

Mr. J. ANDERSON ROSE submitted "The Health of the Bench, the Bar, and the Profession," inculcating the necessity for those who were strong to help the weak, which was one of the main objects of the society.

Mr. J. C. BIGHAM, Q.C., who responded, in the course of his remarks observed that he recollected well the days of his practice, when, day by day, he had to rely upon the assistance of the solicitor's clerk at judges' chambers. No man in the room, he believed, was better entitled to speak to their integrity, their simple desire to do what was right, and to assist in the furtherance of business. There was no branch of the profession which deserved their thanks more than that branch which was so well represented that night. It was a noble sight to see the solicitors' clerks and the barristers' clerks banded together for the purpose of assisting each other, and there united as they ought to be with the leaders of the profession in the good work of assisting those who, from ill-health or misfortune, were unable to come there and share the festivity those present had enjoyed.

Mr. J. STERLING, in appropriate terms, proposed "The Health of the Trustees and Arbitrators."

Mr. F. W. HOLLANS replied in a felicitous speech.

Mr. W. P. KEMSHAY gave "The Health of the Honorary Stewards," to which

Mr. T. W. WHEELER responded, and the remaining toast was "The Ladies," submitted by Mr. E. P. KING, and acknowledged by Mr. STANSFELD.

Donations and subscriptions were announced to the amount of nearly £400.

A selection of music was performed under the direction of Mr. Wilhelm Ganz, assisted by the following artistes:—Miss Kate Flinn, Miss Marian Mackenzie, Mr. Bernhard Lane, and Mr. J. Donnell Balfe.

THE GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The following are extracts from the report of the committee of the society:—

Members.—The present number of members is 102.

Incorporated Law Society.—Your president, Mr. Ellett, has for the third time been elected one of the extraordinary members of the Council of the Incorporated Law Society for the year. The committee, however, feel that, having regard to the extent of the district represented by this society—viz., the two large counties of Gloucester and Wilts—and to the fact that there is no other member of the council representing the important district composed of those counties and the adjacent West Midland and South Wales counties, it is desirable that on the next occasion of a vacancy amongst the ordinary country members of the council, Mr. Ellett should be nominated as a candidate for the seat, and the committee recommend the society to take steps for furthering his election.

Preparation of Deeds of Appointment preceding Marriage Settlements.—A question of practice was raised by Mr. W. S. Jones at the last annual general meeting, with respect to the preparation of deeds of appointment of an intended husband's fortune to be settled on marriage. The opinion of the annual meeting was, that it is the proper practice for the solicitor of the appointor and intending husband to prepare the deeds of appointment, but it was resolved to refer the question to the Council of the Incorporated Law Society. The opinion of the council confirmed that of this society.

Copyhold Enfranchisement Bill.—This Bill having been re-introduced in the present session with some material alterations, has again been carefully considered by the committee. The object of the Bill is to make enfranchisement compulsory on the first admittance after December 31, 1885, the lord's compensation to be an annual rent-charge out of the enfranchised property. The committee made, and communicated to the Council of the Incorporated Law Society, various suggestions and proposed amendments, including a proposal that where the consideration money does not exceed £5 it should be paid in cash, and not by way of rent-charge.

Trustees' Relief Bill.—This is a Bill introduced by Mr. Ince for the purpose of removing doubts created by recent decisions as to the liability of trustees who advance on mortgage of house property more than half the value. The Bill proposes, and the committee think rightly, to authorize investments of this class made *bona fide* to an amount not exceeding two-thirds of the value. The Bill also proposes to declare that trustees properly lending money on leaseholds may dispense with an investigation of the lessor's title, and that trustees may sell under general conditions of sale published or adopted by any law society, and commonly used in the neighbourhood where the property is sold. Some such provision appears to be called for, in the interest alike of vendors and purchasers, in consequence of the doubts created as to the validity of conditions in very common use by the recent case of *Dunn v. Flood* (32 W. R. 197, confirmed on appeal 54 L. J. Ch. 370, following *Dance v. Goldingham*, 21 W. R. 761, L. R. 8 Ch. 902). The committee have proposed the omission from the provision as to conditions approved by a law society of the words "and commonly used" as introducing a matter difficult of proof, especially after lapse of years, and as being in the opinion of the committee unnecessary, inasmuch as the general conditions approved and issued by the law society of any neighbourhood may reasonably be taken to be representative of the common usage of the neighbourhood. The Bill also proposes to remove the difficulty raised in *Re Bellamy* (31 W. R. 900) as to payment of purchase-money to vendors' solicitor where vendors are trustees. The result of that case was to necessitate the personal attendance of the vendors to receive purchase-money or their written authority to pay the same into a bank in their joint names. The Bill proposes to authorize the solicitor to receive the purchase-money on production of the deed executed, with a receipt embodied or indorsed, and a written authority from the vendors for payment of the money to the solicitor.

High Court of Justice (Provincial Sittings) Bill.—This Bill, which is practically the same as one introduced in previous sessions, has for its object to provide for continuous sittings of the judges of the High Court in populous provincial centres. The society supported the Bill of last session, but in the present position of the Bill of this session the committee have not thought it necessary to take any action upon it.

Leasehold (Facilities of Purchase of Fee Simple) Bill.—This is a Bill introduced by Mr. Broadhurst, to enable any person holding a lease of a house (the term "house" including buildings and grounds not exceeding three acres) having more than twenty years unexpired, to call upon the lessor by public advertisement to prove his title in the county court, and then, if the title is approved, to purchase the reversion at its market value, as

assessed by a jury of five persons in the county court. It appears to the committee that such a Bill without greater safeguards than it contains might be made the means of inflicting very serious injury upon lessors. The committee therefore propose to petition against the Bill, and to invite the opposition of local members of Parliament in case it should make any progress in the present session, of which, however, there seems no probability.

AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883.

Distress Clauses.—A report of a special committee of the Council of the Incorporated Law Society adopted by the council has been communicated to your committee, dealing with the question whether the bailiffs appointed by county court judges under this Act to levy distresses on agricultural holdings are entitled to the percentage on the amount levied given by the schedule to the Act. The council are of opinion that the bailiffs are not so entitled. The committee caused the substance of this report to be communicated to the members by special circular, and recommended them to resist any attempt on the part of the bailiffs to appropriate the percentage, which, it seems, was intended and ought to be applied in payment of the landlord's costs incident to the distress.

BANKRUPTCY ACT, 1883.

Scale of Costs.—The attention of the committee has been directed to the extreme inadequacy of the remuneration allowed to solicitors in matters of bankruptcy under the new Act. The Council of the Incorporated Law Society and the Associated Provincial Law Societies having been invited by the Lord Chancellor and the President of the Board of Trade to suggest such alterations in the rules and scale of costs as would be satisfactory to the profession, your committee have given close attention to the draft rules and scale which have been prepared, and which, it is understood, are now under the consideration of the authorities.

Chancery Business Committee.—Your committee have, at the request of Mr. Marshall, the honorary secretary of the Associated Provincial Law Societies and a member of the Chancery Business Committee, furnished their views on the causes of the delay and expense in chancery proceedings and the remedies suggested. Your committee represented that the equity jurisdiction of the county courts is extensively used, and works, on the whole, satisfactorily, and might, in their opinion, be usefully extended.

The Solicitors' Remuneration Order.—As the operation of this Order is a matter of great personal interest to the members of this society, the committee think it may be convenient to record the decisions which, up to the present time, have been given upon the Solicitors' Remuneration Act and the General Order.

The Act, sec. 2.—This section refers to conveyancing in an action as well as out of court, and the scale therefore applies to all conveyancing, whether in an action or not.—*Stanford v. Roberts*, 32 W. R. 404, L. R. 26 Ch. D. 155, 53 L. J. Ch. 338, 50 L. T. 147; *Flemming v. Hardestale*, 29 SOLICITORS' JOURNAL, 472.

The Act, sec. 8, sub-sec. 4.—This section makes no difference as to the right to a common order to tax when the solicitor denies that the remuneration was for professional work, and, therefore, that question must be decided before an order to tax as for solicitors' work can be obtained.—*In re Inderwick*, 32 W. R. 541, L. R. 25 Ch. D. 279, 50 L. T. 221.

General Order, clause 1.—Although all important matters may have been performed before the Act came into operation, and nothing was done afterwards but the mere formal completion of the purchase, the Remuneration Order, schedule 1, applies.—*In re Lacy & Sons*, 32 W. R. 233, L. R. 25 Ch. D. 301, 53 L. J. Ch. 287, 49 L. T. 755; *Re Dunn*, 29 SOLICITORS' JOURNAL, 28, 51 L. T. Rep. N. S. 657; *Re Field*, 33 W. R. 553; *Fleming v. Hardestale*, 29 SOLICITORS' JOURNAL, 472, *Law Times*, 16th May, 1885.

Clause 2, sub-clauses (a.) and (c.).—The scale does not apply unless the work there mentioned has in substance been done. Schedule 1, part 1, mentions four things: deducting title, perusing conveyance, completing conveyance, and preparing contract and conditions, if any. It is not necessary that a contract or conditions should be prepared, but the charge cannot be made unless the other three things are done. Where the purchaser dispenses with an investigation of title, and the title is not deducted, the case falls under schedule 2.—*In re Lacy & Sons*, ante. See also *Glascoedyne v. Corliffe*, *Law Times*, Aug. 2nd, 1884, p. 249. But, where there has been investigation of title so far as necessary, then the scale fee applies, as in the case of a repurchase of surplus lands from a railway company by the former vendor.—*Fleming v. Hardestale*, ante.

Clause 2, sub-clause A. Rule 2, sec. 1, part 1.—Where property is offered by auction and afterwards sold by private contract, the vendor's solicitor is entitled to commission for conducting the sale and a proper sum for auctioneer's charges.—*In re Beck*, *In re Cartington's Estate*, 31 W. R. 910, L. R. 24 Ch. D. 608, 52 L. J. Ch. D. 815, 49 L. T. 95.

Schedule 1, part 1.—Purchaser's solicitor who prepares contract is entitled to charge for such preparation in addition to the scale fee.—*Fleming v. Hardestale*, ante.

Schedule 1, part 1.—On a re-investment in land of money paid into court under the Lands Clauses Act, the purchaser's solicitor is, in addition to any charges in connection with the proceedings in court or chambers, entitled to the purchaser's solicitor's scale charge.—*Re Merchant Taylors' Company*, *Law Journal Notes of Cases*, 2nd May, 1885.

Rules—Schedule 1, part 1: rule 11.—A mortgagor instructed his solicitor to find a transferee of a mortgage called in. The solicitor wrote to a third person who recommended the security (being a mortgage for £2,000 at £5 per cent.) to his mother-in-law. She wrote to her solicitors that her

son-in-law had found a good investment which she wished them to manage for her in the usual way, if they considered, after seeing all the papers, the mortgage safe and desirable, and that she wished their advice before finally deciding, and subsequently she verbally instructed them to arrange and negotiate the loan. The solicitors employed a valuer and investigated the title, and the client on their report authorized them to carry out the mortgage, which was completed. The mortgagor objected to the negotiating fee of £20; but Pearson, J., held that the mortgagee's solicitors were entitled to the fee, stating that otherwise they would have to perform half of their work for nothing.—*In re Weddall*, 29 SOLICITORS' JOURNAL, 85.

Rules—Schedule 1, part 2: rule 5.—Where a lease was prepared and executed after 1st January, 1883, pursuant to a building agreement (which scheduled the form of lease) entered into in August, 1881, it was held that the lessor's solicitors could not charge the *ad valorem* scale fee for the lease under schedule 1, part 1, on the ground that the scale charge applies only where the solicitors had substantially done the business mentioned in schedule 1; and that the charges should have been made out under schedule 2, pursuant to clause 2, sub-sec. c. of the Remuneration Order.—*In re Hickley & Steward*, 33 W. R. 320, L. T. Rep. N. 8. 89.

Schedule 1, part 2.—Where the scale of charges is applicable, charges for negotiating a lease are included in the charges for preparing, settling, and completing lease and counterpart, and a solicitor is not entitled to charge for such negotiations.—*In re Field*, 33 W. R. 504, and on appeal, 33 W. R. 553. *Law Times*, 4th April and 2nd May, 1885.

Clause 4 and schedule 1, part 1: rule 11.—Property belonging to a Innate was offered for sale by auction in two lots, a firm of solicitors at Liverpool being employed by the vendors. The reserved price was £8,300, and the property was not sold. In accordance with the practice at Liverpool, the auctioneer was paid only the fixed fee of £5 5s. for conducting the actual sale in the auction-room; the preparation of the particulars of sale and other preliminary work, which would in London be done by the auctioneer, being, according to the Liverpool practice, done by the solicitors. A surveyor was also employed, and on taxation the taxing master had allowed him a fee of £31 10s. The property not having been sold, the solicitors claimed a fee of £16 12s. 6d. under the scale in part 1 of schedule 1. The taxing master disallowed this fee, on the ground that as an auctioneer and a surveyor had been employed, the solicitors had not "conducted the sale," but he allowed them two fees of £2 2s. and £3 3s. respectively for instructing the surveyor and for the particulars. The solicitors contended that rule 11 did not apply, on the ground that the fee of £5 5s. paid to the auctioneer was not "commission" in the ordinary sense of the word. They also contended that clause 4 applied. The Court of Appeal (Cotton, Lindley, and Fry, L.J.J.) affirmed the decision of the taxing master. Cotton, L.J., said that an examination of the account of the surveyor's charges showed that many of the things for which he had charged ought to be done by the person who conducted the sale, consequently the solicitors had not conducted the sale and could not charge for having done so, the surveyor having done much of what they should have done. If a solicitor employed a surveyor to do the work of conducting a sale, he was not himself entitled to remuneration for conducting it. The taxing master had said that the percentage for conducting the sale could not be allowed when a payment was made to an auctioneer, but he admitted that his attention had not been directed to clause 4. It might be that the fact of a fee being paid to an auctioneer would not disentitle the solicitor to remuneration for "conducting" the sale, but it was not necessary to decide the point in the present case. Lindley and Fry, L.J.J. concurred.—*In re Wilson*, 29 SOLICITORS' JOURNAL, 438. *Law Times*, May 2nd, 1885.

Schedule 2.—The fee for the perusal of abstracts is 6s. 8d. for three sheets of eight folios as heretofore, and not 1s. a folio. *In re Parker*, per Chitty, J., 29 SOLICITORS' JOURNAL, 358. *Law Times*, 8th March, 1885.

The most important of these cases as affecting the practice of the members of this society is probably *Re Wilson*. It will be seen, however, that the Lords Justices based their decision upon the fact that the surveyor's bill included work "which ought to have been done by the person who conducted the sale," and the court expressly refrained from deciding the question whether the fact of a fee being paid to an auctioneer would disentitle the solicitor to remuneration for conducting the sale. It appears to your committee that the facts of this case were, or were regarded by the court as being special, and that the decision affords no sufficient reason for giving up the practice now generally adopted by the members of this society, of paying auctioneers for their services as such a fee according to the scale issued by this society in 1883, and charging the client the percentage for conducting the sale as well as the auctioneer's fee, a practice which appears to the committee to be in accordance with a fair interpretation of the Remuneration Order, and to be just and reasonable as between solicitor and client.

The committee feel that the thanks of the profession are due to the Council of the Incorporated Law Society for their valuable Digest of the Remuneration Act and Order, of the decisions of the courts and opinions of counsel on the construction of the Act and Order, and the opinions of the council of the society on points and questions which have arisen in practice. This Digest is now published by the council, and sold at the office of the society. It may also be obtained from Messrs. Reeves & Turner, Booksellers, 100, Chancery-lane. The price is 2s. 6d.

The Bench and Solicitors.—The committee cannot close this report without recording their protest against the apparently growing habit on the part of some judges of expressing from the bench unfavourable opinions of solicitors as a body, a course calculated to mislead the public and dishearten those solicitors, and they are the great majority, whose aim it is to maintain a standard of attainments and conduct appropriate to an honourable profession. The committee believe that if the law societies

throughout the country will avail themselves of every opportunity of calling attention to and condemning this practice it will be checked, and they will find an excellent model for their protest in the able articles and letters which, under the title of "Officers of the Court," have recently appeared in the SOLICITORS' JOURNAL on the subject.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Friday, the 12th inst., Mr. J. Anderson Rose in the chair. The other directors present were Messrs. W. Beriah Brook, Edwin Hedger, R. E. Mellersh (Godalming), R. Pennington, Henry Roscoe, Sidney Smith, H. S. Styan, W. Melmoth Walters, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £325 was distributed in grants of relief, thirty-eight new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The undermentioned gentlemen were on Wednesday called to the bar:—LINCOLN'S INN.—Robert Niven, B.A., Oxford; William Henry Horsley, B.A., Oxford; Edward Charles Macnaghten, B.A., Cambridge (Lincoln's Inn Scholarship in Common Law, 1882); John Hammond, B.A., Cambridge; Arthur John Chitty, M.A., Oxford; Frederick Everard Colt; Charles Sweet, LL.B., London; William A. Beckett-Turner, St. John's College, Oxford; George Harris Devonshire, M.A., Cambridge; Sidney Clemens Watson, B.A., Oxford; Arthur Lionel Scott, St. John's College, Cambridge; Alfred Chilton Pearson, B.A., Cambridge; and Walter Griffith Boynton.

INNER TEMPLE.—George Frederic Marwood, B.A., Oxford; Sir Charles Elphinstone Adam, B.A., Oxford; Dudley David Pontifex, B.A., Cambridge; Rivers Ker; Walter Guy Coffin Kirkwood; Neville Paul Jodrell, B.A., Oxford; Thomas Lansdowne Browne, Oxford; Joseph Denham Smith, B.A., Oxford; Ernest Murray Pollock, B.A., Cambridge; Charles Alexander Spencer Garland, B.A., Oxford; Herbert Gething, B.A., Cambridge; George Richardson Jackson, B.A., Cambridge; Arthur Hilton Molesworth, B.A., Oxford; Edward Nundy, resident medical officer, Royal South London Dispensary; Theodore Edward Strachey, B.A., Oxford; Arthur Thomas Keen, B.A., Cambridge; Francis Dent, B.A., Oxford; Alfred Richard Cornelius Richings, B.A., Cambridge; Robert Sumner Curling, B.A., Cambridge; Arthur Oldham; Alexander Stuart, B.A., Cambridge; Ernest Augustine Gibson, B.A., LL.B., Cambridge; Harry Lushington Stephen, LL.B., Cambridge; Edmund Archibald Armstrong, B.A., Cambridge; Rowland Metzner Estcourt; Arthur Lennard, B.A., LL.B., Cambridge; Reginald Mortimer Higgs Jones Mortimer, B.A., Cambridge; Benjamin Oakes, B.A., LL.B., Cambridge; George Smith; Eugene Humphreys, B.A., Cambridge; Egerton Francis Hodge, B.A., LL.B., Cambridge; Charles Vernon Magniac; Dudley Edward Coutts Falcke, B.A., Cambridge; George Herbert Powell, B.A., Cambridge; John Louis Mitchell, LL.B., B.A., Cambridge; George Albert Bonner, B.A., Oxford; Henry Turner Waddy, London; and Kenworthy Brown, B.A., Oxford.

MIDDLE TEMPLE.—Francis Thomas Hewson; George William Place, B.A., LL.B., Dublin University; Thomas Mendelssohn Horsfall; Francis Villiers Hornby, Brasenose College, Oxford; William Connell France, B.A., St. John's College, Cambridge; Mill Stephenson, B.A., Caius College, Cambridge; Hamid Ali Khan, M.R.A.S., M.H.S.; Wellwood Lambert Maxwell Needham, Trinity College, Cambridge; Israel Alexander Symmons, 50 guineas Equity and 30 guineas Real and Personal Property Scholar; Syud Mahomed Nabl-Ullah, B.A., St. John's College, Cambridge; Major Lewis De Teissier Prévost, Graduate Staff College; Robinson Fooks Gibson, Queen's College, Oxford; Gerald Aubrey Goodman, University of London; Sydney Talbot Smith, B.A., LL.B., Cambridge University; Captain Percy Hughes Hewitt; Thomas Bouchier-Chilcott; Walter Robert Kinipple, B.A., St. John's College, Cambridge; James Macklin, University of London; J. P. F. Waltermeyer, B.A., Cambridge University; Archibald Hepburne Stewart, First Class 50 guineas Common Law Scholar, Second Class 30 guineas International Law Scholar; William Sutton, M.A., St. John's College, Cambridge; Leslie De Gruyther, 100 guineas International Law Scholar, 100 guineas studentship in Roman Law, £25 lecture prize in Roman Law; Thomas Crisp Poole, London University; Vernon Francis Page, B.A., St. Mary Hall, Oxford; John Rickman Knight; Anthony Arratoon Avetoom; John Roche Dasent, M.A., University of Oxford; Nell Ross McKinnon; Thomas Stafford Sidney, B.A., Trinity Hall, Cambridge; Eric Blackwood Wright, 100 guineas and 30 guineas Equity Scholar, 50 guineas Real and Personal Property Scholar, £25 prize Real and Personal Property, B.A., LL.B., Trinity College, Dublin; George A. Wood; and William Henry Brereton. The following scholarships awarded by the Masters of the Bench were announced in Hall—viz., Common Law.—G. A. Goodman, 100 guineas; H. E. Miller, 30 guineas, Real and Personal Property.—H. S. Cantley, 100 guineas; J. A. Symmons, 30 guineas, Equity.—W. K. Le Vanu, 100 guineas; A. C. Hayes, 20 guineas, International Law.—A. Meredith, 100 guineas; A. C. Wright, 30 guineas.

GRAY'S INN.—Thomas Henry Richmond, of Christ Church, Oxford, M.A., B.C.L., and of Owens College, Manchester, and of the University of London, M.A. (Roman Law Studentship, First Class, Hilary Term,

1883); Sidney James Webb (2nd Whewell Scholarship, Cambridge, 1883, Roman Law Studentship, First Class, Trinity Term, 1883, Bacon Scholarship, 1883, and Barstow Scholarship, Trinity, 1885); Ferdinand Leopold Firminger (Roman Law Studentship, Second Class, Hilary Term, 1885); William George Stack, B.A., of the Bengal Civil Service; Reginald Cooper Willis; Charles Henry Glascoedine (Lee Prizeman, 1885).

OBITUARY.

MR. WILLIAM GRESHAM.

Mr. William Gresham, solicitor (of the firm of Gresham & Davies), of 43, Basinghall-street, High Bailiff of Southwark, died at Croydon on the 13th inst. at the age of eighty-four. Mr. Gresham, who was one of the oldest solicitors in the City of London, was born in 1801. He was admitted a solicitor in 1823, and for over sixty years he had conducted a large London practice. Mr. Gresham had long been connected with the Corporation of London. He was for several years a common councillor for the Ward of Farringdon Without, and he took an active part in the business of the court. He was appointed high bailiff of Southwark in 1859, and he held that office till his death. He was a perpetual commissioner for the counties of Middlesex and Surrey and the cities of London and Westminster. Mr. Gresham had been for the last few years associated in partnership with Mr. Alfred John Davies, who is deputy high bailiff of Southwark.

SIR WILLIAM MILMAN.

Sir William Milman, Baronet, died at Tenby on the 17th inst., in his seventy-second year. Sir W. Milman was the eldest surviving son of Sir William George Milman, his mother having been the only daughter of Mr. Robert Alderson, Recorder of Ipswich. He was born in 1813, and he succeeded his father as third baronet in 1857. He was educated at Westminster and at Brasenose College, Oxford. He was called to the bar at the Inner Temple in Easter Term, 1841, and he formerly practised on the Oxford Circuit. He was for many years a revising barrister. Sir W. Milman was married in 1841 to the daughter of the Rev. John Pretyma, and he leaves six sons and five daughters.

LEGAL APPOINTMENTS.

Mr. EDWARD FREDERICK CHILDS CLARKE, solicitor (of the firm of Sharnland & Clarke), of Tiverton, has been appointed Clerk to the Tiverton School Board. Mr. Clarke was admitted a solicitor in 1874.

Mr. ARCHIBALD ALLEN, solicitor (of the firm of Garrard & Allen), of Kettering, has been appointed Clerk to the Sharnbrook School Board. Mr. Allen was admitted a solicitor in 1878.

Mr. DAVID BRYNMOR JONES, barrister, has been appointed Judge of County Courts for Circuit No. 28, in succession to Judge Gwilym Williams, who has succeeded Judge Benjamin Thomas Williams in Circuit No. 30. Judge Jones is the eldest son of the Rev. Thomas Jones, of Swansea, and was born in 1845. He was educated at University College, London, and graduated LL.B. at the University of London in 1874. He was called to the bar at the Middle Temple in June, 1876, and he has practised on the South Wales and Chester Circuit, and at the Glamorganshire Sessions.

Mr. STEPHEN O'SHAUGHNESSY, solicitor, of Dublin, has been appointed Clerk of the Crown and Clerk of the Peace for the County of Louth. Mr. O'Shaughnessy was admitted a solicitor in Ireland in 1873.

Mr. GEORGE COFFEY, barrister, has been appointed Secretary to the Irish Fishery Board. Mr. Coffey was called to the bar at Dublin in 1883. He is a member of the Munster Circuit.

Mr. ALFRED TRISTRAM LAWRENCE, barrister, who has been appointed Recorder of the Borough of Windsor, in succession to the late Mr. Allan Maclean Skinner, Q.C., is the second son of Mr. David Lawrence, of Pontypool, and was born in 1844. He was educated at Trinity Hall, Cambridge, where he graduated in the first class of the Law Tripos in 1866. He was called to the bar at the Middle Temple in Hilary Term, 1869, and he practises on the Oxford Circuit, and at the Staffordshire, Herefordshire, and Uak Sessions. Mr. Lawrence acted in 1880 as a commissioner to inquire into the existence of corrupt practices in the City of Chester, and in 1882 he was appointed junior counsel to the Admiralty. He is a magistrate for Monmouthshire and a revising barrister.

Mr. JOHN DOWNER, Q.C., has been appointed Attorney-General for the Colony of South Australia. Mr. Downer is a member of the South Australian Legislative Assembly, and a Queen's Counsel for the colony.

Mr. CHARLES MOSSOP, solicitor (of the firm of Mossop & Rolfe), has been elected a member of the Metropolitan Board of Works, as a representative of the Chelsea Vestry. Mr. Mossop was admitted a solicitor in 1854.

Mr. THOMAS EDMUND PAGE, solicitor (of the firm of Hotson & Page), of Long Stratton, Norfolk, has been appointed a Commissioner to administer

Oaths in the Supreme Court of Judicature. Mr. Page was admitted in January, 1877.

Mr. JOHN BARTLETT, solicitor (of the firm of Pedley & Bartlett), of No. 23, Bush-lane, Cannon-street, London, and Sidcup, Kent, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWARD J. HOLYOAK, solicitor, of Leicester, has been appointed Clerk to the Barrow-on-Soar Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Holyoak is a graduate of St. John's College, Cambridge, and was admitted a solicitor in 1881.

Mr. PEMERROKE SCOTT STEPHENS, Q.C., has been elected a Bencher of Lincoln's-inn.

The Right Hon. JAMES ANTHONY LAWSON, one of the judges of the Queen's Bench Division, received the Honorary Degree of D.C.L. at the Oxford Commemoration.

Mr. CUMBERLAND HENRY WOODRUFF, barrister, has been appointed by the Master of the Rolls Keeper of the Chancery Masters' Documents. Mr. Woodruff is the second son of the Rev. John Woodruff, vicar of Upchurch, Kent, and was born in 1847. He was educated at Winchester, and at Merton College, Oxford, where he graduated second class in law and modern history in 1870. He was called to the bar at Lincoln's-inn in Hilary Term, 1875, and he practises in the Chancery Division.

Mr. FRANK HALFORD BAXTER, solicitor, of Cook-street, Liverpool, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIPS, &c.

GEORGE BULLOCK MURLY, HERVEY EDWARD MURLY, JOHN FREDERICK MURLY, and ALAN MAJOR MILLARD, solicitors (Murly, Sons, & Millard), Bristol. June 6.

JAMES THOMAS WRIGHT and WILLIAM FREDERICK HOOPER, solicitors (Wright & Hooper), Birmingham. June 1. The said William Frederick Hooper will continue to carry on the said practice. [Gazette, June 12.]

NEW ORDERS, &c.

THE DEBTORS ACT, 1869.

Additional regulation with respect to applications for leave to issue judgment summonses under section 5 of the Debtors' Act, 1869.

Where the amount remaining due on a judgment of the High Court exceeds fifty pounds, and the judgment debtor resides or carries on business within the London Bankruptcy District, a summons under section 5 of the Debtors Act, 1869, may be issued out of the High Court without further order.

June 8, 1885.

(Signed)

LEWIS CAVE.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

June 12.—*Bills Read a Third Time.*

PRIVATE BILL.—Hebburn Quay and Landing Place. Redistribution.

June 15.—*Bills Read a Second Time.*

PRIVATE BILLS.—Cathcart District Railway; Glyn Valley Tramway; London Riverside Fish Market (Extension of Time); South-Eastern Railway (Various Powers); Boxhill Water and Gas; Hailsham Water; Pontypool, Caerphilly, and Newport Railway; Bradford Waterworks and Improvement; Isle of Axholme Railway; Woking Water and Gas; London and North-Western Railway; Mersey Railway; London, Tilbury, and Southend Railway; Southport and Cheshire Lines Extension Railway.

Burial Boards (Contested Elections).

Bills Read a Third Time.

PRIVATE BILLS.—Cardiff, Penarth, and Barry Junction Railways; Great Northern Railway (Various Powers); Guiseley, Yeadon, and Rawdon Railway.

HOUSE OF COMMONS.

June 12.—*Bills Read a Third Time.*

PRIVATE BILLS.—Charing Cross and Waterloo Electric Railway (Abandonment); Lynton Railway; Plymouth, Devonport, and South-Western Junction Railway; Southport Improvement; Wrexham and Ellesmere Railway.

June 15.—*Bills Read a Second Time.*

PRIVATE BILLS.—Rhymer Railway; Stratford-upon-Avon, Towcester and Midland Junction Railway.

Bills Read a Third Time.

PRIVATE BILLS.—Witall Railway; Lower Thames Valley Main Sewerage; Greenwich and Millwall Subway; Metropolitan Outer Circle Railway; Foundling Hospital; Peckham and East Dulwich Tramways; Manchester, Middleton, and District Tramways; Manchester, Bury, Rochdale, and Oldham Steam Tramways; Weston-super-Mare, Clevedon, and Portishead Tramways; Skegness, Chapel, St. Leonard's, and Alford Tramways; Liverpool Improvement.

Princess Beatrice Annuity.

LEGAL NEWS.

It was rumoured on Thursday that Mr. R. E. Webster, Q.C., will be one of the new law officers.

The hearing of special and common jury actions entered for trial in London will begin on Monday next, the 22nd inst. when it is expected that three courts will be formed to try them. The list contains ninety-two causes, of which seventy-two are marked for trial by special juries.

On Tuesday, at the Mansion House Police Court, Mr. W. H. Herrington attended before the Lord Mayor, upon a summons at the instance of the Incorporated Law Society, alleging that he had unlawfully and falsely pretended to be a solicitor, contrary to the statute. He pleaded not guilty. Mr. C. O. Humphreys, solicitor, who appeared for the society, stated that Mr. Honey, a solicitor, in the Sanctuary, Westminster, had been engaged in defending the action *Ralph v. Simpson*, and while the suit was in progress, he received a printed notice of change of solicitors, in which it was represented that in future Mr. W. H. Herrington, solicitor, of 10, Ludgate-hill, would act for the plaintiff. Afterwards a notice of trial was issued in the same name, but the case was never set down for hearing. Eventually Mr. Honey procured a summons calling upon the plaintiff and his solicitor to show cause why the suit should not be dismissed. The notice sent to the defendant was returned, he being unknown at the address given. It was subsequently found that the defendant was not a solicitor, and the Incorporated Law Society felt it their duty to institute these proceedings. Evidence having been given that the notice of change of solicitors was signed by the defendant, Detective-sergeant Outram produced a card inscribed "W. H. Herrington, solicitor, 2, Langham-place," which had been found in the office of a person who had been arrested. The defendant, addressing the court, disclaimed all knowledge whatever of the card. He admitted signing the notice in question, but that was the only step he had taken in the matter, and he had then been contemplating resuming practice and obtaining a certificate. It was a mere technical breach of the Act, injuring no one. The Lord Mayor fined the defendant 20s. and 24s. costs.

The Attorney-General explained to the House of Commons on the 15th inst. the provisions of the new clauses in the Redistribution Bill, dealing with the acceleration of registration in 1885, as follows:—The object of these clauses was to give power to a judge in chambers to appoint additional revising barristers where it was shown to be necessary. It would, of course, be necessary to add a certain number of revising barristers to the present number, and they had endeavoured to find out how many would have to be appointed. He had called the revising barristers together, and they gave him the best opinion they could on the subject, and it seemed that the smallest number of revising barristers that could be added would be some thirty-four. By an existing Act of the present reign they had power to appoint any number of revising barristers that might be required by Orders in Council. They could thus either increase or diminish the number. They were anxious to take the most economical or smallest number, but they did not know exactly where the pressure of the work might come in the different counties and boroughs. They had made the best estimate they could; and if it should turn out that in any particular locality the revising barrister should find that an additional revising barrister was wanted, he might go to the judge in chambers and ask that such assistance should be given to him. If in any place a miscalculation had been made, and they had not given sufficient strength for the revision of the lists of voters, the revising barrister might say that he wanted help; and the clause sent down from the House of Lords gave power to enable that help to be afforded. The clause provided that if in the present year it was made to appear to any judge of the High Court of Justice, sitting in chambers, at any time after the 5th of September, that the lists of voters for any parliamentary county or borough in England could not be revised by reason of the insufficient number of barristers be revised within the period fixed by that Act, such judge should appoint one or more duly qualified barristers to act in addition to the barristers originally appointed for such county or borough; and the barrister so appointed should have the same duties, powers, and authority as if he had been originally appointed.

COURT PAPERS.

CIRCUITS OF THE JUDGES.

South Wales (Denman, J.).—Haverfordwest, Monday, July 13; Cardigan, Thursday, July 16; Carmarthen, Saturday, July 18; Brecon, Thursday, July 23; Presteigne, Saturday, July 25; Chester (2), Tuesday,

July 28; Swansea (2), Tuesday, August 4. North Wales (Stephen, J.).—Newtown, Friday, July 10; Dolgelly, Wednesday, July 15; Carnarvon, Wednesday, July 17; Beaumaris, Tuesday, July 21; Ruthin, Thursday, July 23; Mold, Saturday, July 25; Chester (2), Tuesday, July 28; Swansea (2), Tuesday, August 4. Midland (Pollock, B. Smith and Day, J.J.).—Aylesbury, Thursday, June 25; Bedford, Saturday, June 27; Northampton, Wednesday, July 1; Leicester, Saturday, July 4; Oakham, Friday, July 10; Nottingham, Saturday, July 11; Lincoln, Saturday, July 18; Derby, Thursday, July 23; Warwick, Thursday, July 30; Birmingham (2), Tuesday, August 4. Oxford (Cave and Smith, J.J.).—Reading, Tuesday, June 30; Oxford, Friday, July 3; Shrewsbury, Monday, July 6; Hereford, Friday, July 10; Monmouth, Monday, July 13; Gloucester, Thursday, July 16; Worcester, Wednesday, July 22; Stafford (2), Tuesday, July 28; Birmingham (2), Tuesday, August 4. Western (Field and Hawkins, J.J.).—Salisbury, Tuesday, July 7; Dorchester, Friday, July 10; Wells, Tuesday, July 14; Bodmin, Saturday, July 18; Exeter (2), Friday, July 24; Bristol (2), Thursday, July 30; Winchester (2), Thursday, August 6. Home (Hawkins, J.).—Maidstone, Friday, July 10; Guildford, Friday, July 17; Exeter (2), Friday, July 24; Bristol (2), Thursday, July 30; Winchester (2), Thursday, August 6. South-Eastern (Huddleston, B.).—Huntingdon, Tuesday, July 7; Cambridge, Thursday, July 9; Bury, Monday, July 13; Norwich, Saturday, July 18; Chelmsford, Saturday, July 25; Hertford, Thursday, July 30; Lewes, Monday, August 3. Northern (Manisty and Lopes, J.J.).—Carlisle, Wednesday, July 1; Appleby, Saturday, July 4; Lancaster, Saturday, July 11; Manchester (2), Wednesday, July 15; Liverpool (2), Tuesday, July 28. North-Eastern (Mathew and Wills, J.J.).—Newcastle, Tuesday, July 7; Durham (2), Friday, July 17; York (2), Thursday, July 23; Leeds (2), Thursday, July 30.

Lord Coleridge, C.J., and Grove, J., will remain in town during the whole of the circuits; the other judges until their respective commission days.

SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		V. C. BACON.		Mr. Justice KAY.
	APPEAL COURT No. 1.	APPEAL COURT No. 2.			
Mon., June 22	Mr. Farrer	Mr. King	Mr. Koe	Mr. Leach	
Tuesday ... 23	King	Farrer	Clowes	Beal	
Wed., ... 24	Pemberton	King	Koe	Leach	
Thursday ... 25	Ward	Farrer	Clowes	Beal	
Friday ... 26	Clowes	King	Koe	Leach	
Saturday ... 27	Koe	Farrer	Clowes	Beal	
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.	
Monday, June ... 22	Mr. Ward	Mr. Jackson	Mr. Pugh		
Tuesday ... 23	Pemberton	Carrington	Lavie		
Wednesday ... 24	Ward	Jackson	Pugh		
Thursday ... 25	Pemberton	Carrington	Lavie		
Friday ... 26	Ward	Jackson	Pugh		
Saturday ... 27	Pemberton	Carrington	Lavie		

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

AMERICAN, BRITISH, AND CONTINENTAL CARLE COMPANY, LIMITED.—Kay, J., has fixed Wednesday, June 24, at 12, at his chambers, for the appointment of an official liquidator.

CARDIFF MASONIC CLUB COMPANY, LIMITED.—Kay, J., has, by an order dated May 1, appointed Ivor James Roberts, 92, Richards-lane, Roath, Cardiff, to be official liquidator. Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims to the above. Tuesday, July 14, at 3, is appointed for hearing and adjudicating upon the debts and claims.

CROOKER'S MINING AND SMELTING COMPANY, LIMITED.—Petition for winding up, presented June 10 directed to be heard before Bacon, V.C., on Saturday, June 20. Davidson and Morris, Queen Victoria st., solicitors for the petitioner.

RIVER GAMMA TRADING COMPANY, LIMITED.—Pearson, J., has fixed June 24, at 12, at his chambers, for the appointment of an official liquidator. [Gazette, June 12.]

LIARDET'S MARINE PATENTS PRELIMINARY COMPANY, LIMITED.—Petition for winding up, presented June 12, directed to be heard before Kay, J., on June 27. T. T. T. Philpot Lane, solicitor for the petitioners.

PONTNEWYDD STEEL AND TIN PLATE COMPANY, LIMITED.—Petition for winding up, presented June 12, directed to be heard before Chitty, J., on June 27. Bridges and Co. Red Lion sq., for Hodgson, Abergavenny, solicitor for the petitioner. [Gazette, June 10.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

FREEDORN, RICHARD FERNANDEZ, Oxford, Physician. June 20. Gardner v. Freedorn, Bacon, V.C. Mallam, Oxford. [Gazette, May 29.]

GAY, JOHN LEWIS, Old Kent rd. June 15. Gay v. Hancock, Bacon, V.C. Marsden, Jun., Queen st. Cheapside.

WAUD, BEN SHULTON, Bradford, York, Worsted Manufacturer. July 1. Zinkelsen and Co v. Waud, Pearson, J. Adheshaw, Manchester. [Gazette, June 2.]

DAWKINS, FREDERICK, Burlington rd, Paddington, Builder. July 7. Goodlife v Dawkins, Chitty, J. Stewart, Cannon st.
HARDING, JOHN, Leamington, Warwick. July 6. King v Smith, Registrar, Manchester. Sale and Co, Manchester.
[Gazette, June 9.]

KING, THOMAS BATLEY, Cam. St Dursley, Gloucester, Commercial Traveller. July 18. King v Norris, Chitty, J. Warman, Stroud.
[Gazette, June 12.]

CREDITORS UNDER 22 & 33 VICT. CAP. 35. LAST DAY OF CLAIM.

ALLEN, HANNAH LEY, Melcombe Regis, Dorset. July 1. Flocks, Sherborne
ARNOLD, CHARLES, Gloucester, Bachelor. July 11. Arnold, Gloucester
BATHOR, MARIA BURNLEY, Cleveland gdns. July 2. Wilkinson, Raymond bldgs, Gray's Inn
BENSON, WILLIAM HENRY, Bristol, Civil Engineer. Aug 1. Brittan and Co, Bristol
BOOKS, SAMUEL GEORGE, Mardale st, Shepherd's Bush, Gent. July 9. Dorey, Woodstock rd, Finsbury pk
CHITTON, ROSALIND ELIZABETH, Seymour pl, Hyde pk. July 25. Baileys and Co, Berners st
CLARK, SARAH, Brighton. July 8. Verrall and Borlase, Brighton
COOPER, CHARLES COOPER COCKING, Doncaster, Farmer. July 17. Saunders and Co, Weth upon Deane, nr Rotherham
CUMBER, RICHARD, Inglescombe, Somerset. Aug 7. Titley, Bath
DEBY, JOHN, Beamish pk, Durham, Esq. July 20. Dees and Thompson, Newcastle upon Tyne
GLOSSEY, WILLIAM, Sheffield, Labourer. June 30. Tasker, Sheffield
GREY, NATHANIEL TATE, St Helen's, Lancaster, Postmaster. July 1. Hindmarsh, Alnwick
GRIFFITHS, JOSEPH, West Cowes, Isle of Wight, Gent. July 8. Demant and Son, West Cowes
HALL, JOHN, Sheffield, Cowkeeper. June 30. Tasker, Sheffield
HELMER, ANN, Rumworth, Lancaster. July 1. Cooper, Bolton
HILL, MARY ANN, Ipswich. July 13. Spencer and Co, Gt James st, Bedford row
HOLGATE, JOHN, Sawley, York, Yeoman. July 25. Hall and Co, Clitheroe
HOLMES, WILLIAM, Eastington, Gloucester, Farmer. June 30. Davis, Stroud
HOOKE, JOSEPH, Sheering, Essex. July 20. Drake and Co, Rood lane
HUGHES, SIMON, Liverpool, Accountant. Aug 10. Hore and Co, Liverpool
JEWELL, JACOB, Victoria Dock rd, Canning Town, Furniture Dealer. July 15. Clapham and Fitch, Bishopsgate Without
KEPPEL, MARIA ANNE, the Hon. Lady, Quidenham, Norfolk. July 6. Warren, Great Russell st
KNIGHT, WILLIAM, Whitstable, Kent, Shipping Agent. July 15. Sankeys and Co, Canterbury
LEE, THOMAS, Anlaby, York, Farmer. July 15. Rolitt and Sons, Hull
MARSHALL, WILLIAM ESKINE, East India avenue. July 18. Stubbard and Co, Leadenhall st
MATTHEWS, EDWARD, Pendinas, Llanwnnog, Montgomery, Gent. July 15. Rowlands, Newtown
MCCLASKE, CHARLES, Huddersfield, Surgeon. Oct 1. Bottomley, Huddersfield
MINOR, WALTER, Wollerton, Salop. Gent. July 31. Minor, Manchester
MORPHY, SUSAN, Beckenham, Kent. July 14. Gosling and Co, Spring gdns, Charing cross
NIOULL, ALEXANDER, Albion pl, Acton, Gent. July 21. Brown, Lincoln's inn fields
OSTERREICH, CONSTANTINE, St. Petersburg, Nobleman. July 22. Crump and Son, Philipot lane
PAYNE, JESSE, Wajham grove, Fulham, Merchant's Clerk. June 30. Langton and Son, Queen Victoria st
PENNY, ANNA, Myrtle rd, Acton. July 21. Brown, Lincoln's inn fields
POPE, FREDERICK HARRY, Walton on Thames, Brewers' Agent. June 30. Macarthur and Co, John st, Bedford row
PRIEST, ARTHUR, Waltham Abbey, Essex, Physician. July 22. Munns and London, Old Jewry
REICHHARD, ROBERT JOHN, Robert st, Hampstead rd, Professor of Music. June 22. Herbert, Cork st, Burlington gdns
PUGH, RICHARD THOMAS, Belsize pk, Esq. July 15. Mathews and Browne, Cannon st
RENSHAW, RALPH TAYLOR, Manchester, Provision Merchant. July 18. Sutton and Elliott, Manchester
RIO, ELIZA, Cheltenham. July 15. Winterbotham and Co, Cheltenham
SCOTT, JOHN PERES, Manchester, Machine Exporter. July 31. Addleshaw and Wardburton, Manchester
SWANSON, CHARLES, Swansea, Gent. July 10. Jenkin and Co, Swansea
SWYNNERS, WILLIAM, Brooksbys' walk, Homerton, Licensed Victualler. July 24. Harris, Coleman st
SWINDELL, FREDERICK, Brighton, Gent. July 14. Richards, Warwick st, Regent st
WADDINGTON, JONATHAN, Eccles, Lancaster. June 30. Macdonald Blair, Manchester
[Gazette, June 12.]

SALES OF ENSUING WEEK.

June 22.—Messrs. BAKER & SONS, at the Railway Hotel, Hampstead, at 6 for 7 p.m., Freehold Building Land (see advertisement, June 6, p. 7).
June 22.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 6, p. 6).
June 23.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold, Copyhold, and Leasehold Properties (see advertisement, June 6, p. 6).
June 24.—Messrs. BAKER & SONS, at the Bell Inn, Edmonton, at 6 for 7 p.m., Freehold Building Land (see advertisement, June 6, p. 7).
June 24.—Messrs. EDMUND ROBINS & HINE, at the Mart, Freehold Farms (see advertisement, June 6, p. 10).
June 24.—Mr. EDMUND RICHARDSON, at the Mart, at 2 p.m., Reversionary Interests (see advertisement this week, p. 3).
June 25.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 6, p. 3).
June 25.—Messrs. GIDDY & TURNER, at the Mart, at 1 p.m., Freehold Properties (see advertisement, June 6, p. 3).
June 25.—Messrs. NOSTON, THURT, WAYNE, & Co., at the Mart, Freehold and Leasehold Properties (see advertisement, June 6, p. 2).
June 26.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold, Copyhold, and Leasehold Properties (see advertisement, June 6, p. 7).
June 26.—Mr. D. A. KENYON, at the Mart, at 1 p.m., Leasehold Property (see advertisement, June 6, p. 2).
June 29.—Messrs. BAKER & SONS, at the Public Hall, Clifton-on-Sea, at 3 p.m., Freehold Building Land (see advertisement, June 6, p. 7).

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, June 12, 1885.

RECEIVING ORDERS.

Aikin, John Wingate, Newport Pagnell, Buckinghamshire, Merchant's Clerk. Northampton. Pet June 8. Ord June 8. Exam July 7
Armitage, John, jun, Sheffield, Sanitary Pipe Manufacturer. Sheffield. Pet June 10. Ord June 10. Exam June 25 at 11.30
Bliss, Edwin, Angel court, Throgmorton st, Financial Agent. High Court. Pet June 8. Ord June 8. Exam July 15 at 11 at 34, Lincoln's inn fields
Brown, Henry, Sheffield, Joiner. Sheffield. Pet June 6. Ord June 8. Exam June 25 at 11.30
Brown, John, Newburgh, Farm Servant. York. Pet June 9. Ord June 9. Exam July 10 at 12 at Guildhall, York
Browse, B., Brixham, Devon, Grocer. East Stonehouse. Pet June 6. Ord June 10. Exam June 30 at 12
Cassack, William, Wavertree, nr Liverpool, Draper. Liverpool. Pet June 8. Ord June 8. Exam June 22 at 11 at Court house, Government bldgs, Victoria st, Liverpool
Clarke, Henry, Halifax, Jeweller. Halifax. Pet June 10. Ord June 10. Exam July 14
Clegg, Arthur, Lansdowne rd, Hackney, Sewing Machine Manufacturer. High Court. Pet June 8. Ord June 8. Exam July 15 at 11 at 34, Lincoln's inn fields
Clove, Joseph Henry, Lenham, Kent, Miller. Maidstone. Pet June 6. Ord June 6. Exam June 25
Collins, Henry, Liverpool, Hosier. Liverpool. Pet June 10. Ord June 10. Exam June 22 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool
Corner, James, Attenborough, Nottinghamshire, Licensed Victualler. Nottingham. Pet June 8. Ord June 8. Exam July 21
Crawshaw, William John, Miffield, Yorks, Engineer. Dewsbury. Pet June 9. Ord June 9. Exam June 30
Dewhurst, James, jun, and William Isaac Dewhurst, Bradford, Yorks, Stuff Merchants. Bradford. Pet May 30. Ord June 9. Exam July 7 at 12
Evans, Edward Talbot, Eastbourne, Stationer. Lewes and Eastbourne. Pet June 6. Ord June 8. Exam July 3 at 11
Fairington, Andrew, Manchester, Joiner. Manchester. Pet June 10. Ord June 10. Exam June 25 at 11
Finn, Edward, jun, Tenterden, Kent, Butcher. Hastings. Pet June 6. Ord June 9. Exam July 13
Foster, William John, Kingston upon Hull, Grocer. Kingston upon Hull. Pet June 10. Ord June 10. Exam June 22 at 2 at Court house, Townhall, Hull
Gustard, Friedrich Hans August, Norwich, Innholder. Norwich. Pet June 8. Ord June 8. Exam July 19 at 12 at Shirehall, Norwich Castle
Heighton, William, and James Heighton, High rd, Kilburn, Ironmongers. High Court. Pet June 8. Ord June 8. Exam July 17 at 11 at 34, Lincoln's inn fields
Hobster, William, Nottingham, Plumber. Nottingham. Pet June 8. Ord June 8. Exam July 21
Howard, John, Manchester, Merchant. Manchester. Pet June 8. Ord June 8. Exam July 25 at 11
Jackson, Henry Theophilus, Southport, Lancashire, Coal Agent. Liverpool. Pet June 9. Ord June 9. Exam June 22 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool
Johnson, Joseph, jun, Gt Grimsby, Fishbuyer. Gt Grimsby. Pet June 4. Ord June 10. Exam July 1 at 11 at Townhall, Grimsby
Kirdley, George Coates, Stockton on Tees, Stationer. Stockton on Tees and Middlesbrough. Pet June 9. Ord June 9. Exam June 24
Lait, John, Gloucester, Baker. Gloucester. Pet June 10. Ord June 10. Exam July 21
Lewis, William Morgan, Briton Ferry, Glamorganshire, Ironmonger. Neath. Pet June 8. Ord June 8. Exam June 22 at 10.30 at Townhall, Neath
Low, William Charles, Derby, Pastry Cook. Derby. Pet June 10. Ord June 10. Exam July 11 at 10
Moon, George Washington, Regent st, Outfitter. High Court. Pet June 5. Ord June 9. Exam July 16 at 11 at 34, Lincoln's inn fields
Morton, George Gee, Eckington, Derbyshire, Wood Turner. Chesterfield. Pet May 8. Ord June 10. Exam July 8
Northway, William, Torquay, General Smith. Exeter. Pet June 9. Ord June 9. Exam July 9 at 11
Parker, George, Miles lane, Arthur at West, Printer. High Court. Pet May 30. Ord June 9. Exam July 16 at 11 at 34, Lincoln's inn fields
Peebles, William, Liverpool, Tobacconist. Liverpool. Pet June 9. Ord June 9. Exam June 22 at 11 at Court house, Government bldgs, Victoria st, Liverpool
Poole, John, Coventry, Licensed Victualler. Coventry. Pet June 10. Ord June 10. Exam June 22
Radmore, George, Bitterne, Hampshire. Southampton. Pet June 9. Ord June 9. Exam June 24 at 12
Rawson, Wilfred James, Tickhill, Yorks, Licensed Victualler. Sheffield. Pet June 8. Ord June 8. Exam June 25 at 11.30
Roberts, Edward, Worcester, Machinist. Worcester. Pet June 10. Ord June 10. Exam June 23 at 11.30
Stanton, Samuel, Southampton row, Bloomsbury, Passage Broker. High Court. Pet June 9. Ord June 9. Exam July 14 at 11 at 34, Lincoln's inn fields
Swornsbourn, John Atkins, Bognor, Sussex, Schoolmaster. Brighton. Pet June 8. Ord June 9. Exam July 2 at 12
Wilks, Maurice, Burnley, Lancashire, Chemist. Burnley. Pet June 9. Ord June 9. Exam June 25 at 11
Wilson, James, and Thomas Godfrey, Birmingham, Stationers. Birmingham. Pet June 8. Ord June 8. Exam July 3 at 2

RECEIVING ORDER RESCINDED.

Jubb, George, Aldborough in Holderness, Yorks, Farmer. Kingston upon Hull. Ord Feb 24. Rescind June 6

FIRST MEETINGS.

Baker, James, Station rd, Kensal Green, Builder. June 19 at 11. 33, Carey st, Lincoln's inn
Bogue, David, King William st, Strand, Publisher. June 22 at 2. 33, Carey st, Lincoln's inn
Brown, Thomas, City rd, Licensed Victualler. June 24 at 11. 33, Carey st, Lincoln's inn
Brown, George Ebenezer, Liverpool, Silk Mercer. June 23 at 2. Official Receiver, 33, Victoria st, Liverpool
Brown, Henry, Sheffield, Joiner. June 22 at 2. Official Receiver, Figtree lane, Sheffield
Brown, John, Newburgh, Yorks, Farm Servant. June 23 at 12. Official Receiver, York
Clarke, William, Claremont rd, Forest Gate, Jeweller. June 19 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Clove, Joseph Henry, Lenham, Kent, Miller. June 20 at 2.15. Official Receiver, Week st, Maidstone
Cohen, Edward Gustave, Stroud Green rd, Finsbury Park, Stationer. June 22 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Crawshaw, William John, Miffield, Yorks, Engineer. June 22 at 3. Official Receiver, Bank chmrs, Batley
Derbyshire, Mary, Cardiff, Grocer. June 22 at 12. Official Receiver, 2, Bu crescent, Cardiff

Evans, Edward Talbot, Eastbourne, Stationer. June 20 at 12. Bankruptcy bldg, Portugal st.
 Everard, William Grice, Colchester, Grocer. June 19 at 3.30. Auction Mart, Tickenhoeve yard.
 Foster, William John, Kingston upon Hull, Grocer. June 23 at 2. Hall of Hull Incorporated Law Society, Lincoln's inn buildings, Bowalley lane, Hull.
 Gillett, Thomas, Fulham rd, Hammersmith, Builder. June 22 at 12. 33, Carey st, Lincoln's inn.
 Goddard, George Edmund, North Elmham, Norfolk, Grocer. June 20 at 12. Mr. H. P. Gould, Official Receiver, King st, Norwich.
 Gustaf, Frederick Hans August, Norwich, Innholder. June 20 at 1. Mr. H. P. Gould, Official Receiver, King st, Norwich.
 Hill, John, Winchby, Lincolnshire, Farmer. June 22 at 2. Masons' Arms Hotel, Louth, Lincolnshire.
 Hobster, William, Nottingham, Plumber. June 19 at 2. Official Receiver, 1, High pavement, Nottingham.
 Howard, Jesse Walter, Shaftesbury st, New North rd, Hoxton, Box Maker. June 22 at 11. 32, Carey st, Lincoln's inn.
 Howard, John, Manchester, Merchant. June 25 at 3. Official Receiver, Ogden's chhrs, Bridge st, Manchester.
 Ingham, Eastwood, Burnley, Lancashire, Cotton Manufacturer. June 19 at 3. Exchange Hotel, Nicholas st, Burnley.
 James, Edward, and Thomas Moss Lowe, Tipton, Staffordshire, Iron Manufacturers. June 26 at 3. Messrs. Underhill & Lawrence, Solicitors, Wolverhampton.
 Jones, William, Ebbw Vale, Monmouthshire, General Dealer. June 20 at 12. Official Receiver, Merthyr Tydfil.
 Lambert, Frederick Richard Henry, present address unknown, Captain in 2nd Battalion Royal Scots Fusiliers. June 19 at 11. 33, Carey st, Lincoln's inn.
 Lewis, William Morgan, Britton Ferry, Glamorganshire, Ironmonger. June 22 at 2. Castle Hotel, Neath.
 Little, David Bruce, Holt, Wiltshire, Commercial Traveller. June 19 at 1.30. Official Receiver, Bank chhrs, Bristol.
 Long, Frederick William Henry, and Walter Edward Leopold Long, Bradford Whitehill, Builders. June 19 at 12.45. Official Receiver, Bank chhrs, Bristol.
 Long, Frederick William Henry (sepia estate), Bradford, Wiltshire, Builder. June 19 at 1.15. Official Receiver, Bank chhrs, Bristol.
 Mayfield, Thomas, New Basford, Nottingham, Stationer. June 19 at 12. Official Receiver, High pavement, Nottingham.
 McDowall, John, jun., Rotherhithe, Shipbuilder. June 19 at 12. 33, Carey st, Lincoln's inn.
 Meredith, David William, Pontypridd, Glamorganshire, Builder. June 19 at 12. Official Receiver, Merthyr Tydfil.
 Moore, John Henry, Fowndry rd, Dalston, Sheet Gelatine Manufacturer. June 22 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn.
 Nokes, Walter, Tatsfield, Surrey, Farmer. June 22 at 2. Official Receiver, 109, Victoria st, Westminster.
 Northway, William, Torquay, Smith. June 23 at 11. Official Receiver, 13, Bedford circus, Exeter.
 Oliver, John, Margate, Engineer. June 19 at 2. The White Hart Hotel, Margate.
 Pym, John, and — Brittain, New Charlton, Kent, Builders. June 23 at 2. Official Receiver, 109, Victoria st, Westminster.
 Pym, John (sepia estate), New Charlton, Kent, Builder. June 23 at 2.30. Official Receiver, 109, Victoria st, Westminster.
 Radmore, George, Bitterne, Hampshire. June 24 at 2. Official Receiver, 4, East st, Southampton.
 Rawson, Wilfrid James, Tickhill, Yorkshire, Licensed Victualler. June 22 at 3. Official Receiver, Pigtree lane, Sheffield.
 Roberts, Edward, Worcester, Machinist. June 23 at 11. Official Receiver, Worcester.
 Robson, Walter, Gravesend, Mariner. June 20 at 12. Official Receiver, Eastgate, Rochester.
 Stacy, Robert Sargeant, Euston rd, Stationer. June 22 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn.
 Taylor, Samuel, Eastville, Lincolnshire, Farmer. July 9 at 12. Official Receiver, 45, High st, Boston.
 Walker, George Henry Robert, Water lane, Gt Tower st, Stationer. June 19 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.
 Wilson, George, Leeds, Lead Glazier. June 19 at 11. Official Receiver, 22, Park row, Leeds.
 Wilson, James, and Thomas Godfrey, Birmingham, Stationers. June 22 at 11. Official Receiver, Birmingham.

ADJUDICATIONS.

Alkin, John Wingate, Newport Pagnell, Buckinghamshire, Merchant's Clerk. Northampton. Pet June 8. Ord June 8.
 Arncliffe, John, Jun., Sheffield, Sanitary Pipe Manufacturer. Sheffield. Pet June 10. Ord June 10.
 Bailey, Thomas Brett, York, Gardener. York. Pet May 22. Ord June 5.
 Bartlett, Henry Kellaway, Hackford rd, Brixton rd, Lambeth, Coachbuilder. High Court. Pet June 2. Ord June 9.
 Bayley, Joseph, Cheltenham, Confectioner. Cheltenham. Pet May 21. Ord June 8.
 Bostock, John, Wheatheaf, nr Wrexham, Publican. Wrexham. Pet May 19. Ord June 8.
 Brown, Henry, Sheffield, Joiner. Sheffield. Pet June 6. Ord June 8.
 Cammack, William, Wavertree, nr Liverpool, Draper. Liverpool. Pet June 8. Ord June 8.
 Daggett, John, Bradford, Yorks, Confectioner. Bradford. Pet May 15. Ord June 8.
 Day, William Frederick, Reading, Hosier. Reading. Pet May 6. Ord June 8.
 Derbyshire, Mary, Cardiff, Grocer. Cardiff. Pet June 2. Ord June 8.
 Dunn, William Maurice, Reading, Undertaker. Reading. Pet May 12. Ord June 4.
 Fleet, George, Birmingham, Oil Dealer. Birmingham. Pet May 26. Ord June 9.
 Flower, Robert, Sherborne, Dorsetshire, Watchmaker. Yeovil. Pet May 22. Ord June 6.
 Ford, William, Cheltenham, Currier. Cheltenham. Pet April 13. Ord June 8.
 Foreman, Ingram John, Brentford, Plumber. Brentford. Pet June 1. Ord June 6.
 Jackson, Henry Theophilus, Southport, Lancashire, Coal Agent. Liverpool. Pet June 9. Ord June 9.
 Jones, William, Falkland rd, Egrement, Shipowner. Birkenhead. Pet May 23. Ord June 10.
 Laiz, John, Gloucester, Baker. Gloucester. Pet June 10. Ord June 10.
 Lacey, Charles Henry, Boscombe, nr Bournemouth, Hairdresser. Poole. Pet June 5. Ord June 10.
 Lavenstein, Rachel, Birmingham, Clothier. Birmingham. Pet May 21. Ord June 9.
 McMillan, Robert, South Petherton, Somersetshire, Solicitor. Yeovil. Pet April 16. Ord June 6.
 Meredith, David William, Pontypridd, Glamorganshire, Builder. Pontypridd. Pet June 5. Ord June 9.
 Morgan, George, Havod, nr Pontypridd, Grocer. Pontypridd. Pet May 26. Ord May 26.
 Northway, William, Torquay, Smith. Exeter. Pet June 9. Ord June 10.

Ogden, Roberts, and Thomas Lister Ogden, Bradford, Yorks, Wool Merchants. Bradford. Pet May 14. Ord June 8.
 Payne, Henry Thomas, Derby, China Merchant. Derby. Pet May 18. Ord June 10.
 Peables, William, Liverpool, Tobacconist. Liverpool. Pet June 2. Ord June 9.
 Pridaux, John Henry, Brixham, Devon, Draper. East Stonehouse. Pet May 22. Ord June 8.
 Prior, Edward, Bury St. Edmunds, Farmer. Bury St. Edmunds. Pet May 13. Ord June 8.
 Ripley, John Nicholson, Darlington, Farmer. Stockton-on-Tees and Middlesborough. Pet April 23. Ord June 9.
 Roberts, John Cookman, Bury St. Edmunds, Pianoforte Tuner. Bury St. Edmunds. Pet May 21. Ord June 8.
 Short, George, Allendale Town, Northumberland, Grocer. Newcastle-on-Tyne. Pet June 6. Ord June 9.
 Smith, William, Coventry, Licensed Victualler. Coventry. Pet May 23. Ord June 8.
 Thompson, George, Wresle, Yorkshire, Huckster. Kingston-upon-Hull. Pet May 27. Ord June 10.
 Tucker, R. J. H., The Brooklands, Sunbury, Retired Assistant in Navy. High Court. Pet April 30. Ord June 9.
 Williams, Isaac, Fommon Farm, near Cowbridge, Farmer. Cardiff. Pet May 2. Ord June 6.
 Wilson, George, Leeds, Lead Glazier. Leeds. Pet June 6. Ord June 8.

TUESDAY, June 16, 1885.

RECEIVING ORDERS.

Adams, Henry, Musbury, Devon, Licensed Victualler. Exeter. Pet June 11. Ord June 11.
 Alecock, William Winter, Newcastle-upon-Tyne, Ironmonger. Newcastle-upon-Tyne. Pet June 13. Ord June 13. Exam June 25.
 Ayson, Charles, and Frederick Ayson, Batley, Yorkshire, Cloth Finishers. Dewsbury. Pet June 11. Ord June 11. Exam July 21.
 Barber, Alfred, the elder, New Clew, Lincolnshire, out of business. Great Grimsby. Pet June 13. Ord June 13. Exam July 1 at 11 at Townhall, Grimsby.
 Breakell, James, Preston, Lancashire, Boot Maker. Preston. Pet June 11. Ord June 11. Exam July 10.
 Browne, Edwin, Watford, Ironmonger. St. Albans. Pet June 11. Ord June 11. Exam June 26 at 12.
 Butler-Johnstone, H. A. Munro, not now in England. High Court. Pet June 6. Ord June 10. Exam July 17 at 11 at 34, Lincoln's inn fields.
 Crabbe, William John, Brooklyn-road, Shepherd's Bush, Coachman. High Court. Pet March 12. Ord June 9. Exam July 22 at 11 at 34, Lincoln's inn fields.
 Currie, Henry Donald, East Stonehouse, Devon, Printer. East Stonehouse. Pet June 13. Ord June 13. Exam July 9.
 Davis, Mary Ann, Redditch, Worcestershire, Boot Maker. Birmingham. Pet June 12. Ord June 13. Exam July 8 at 2.
 Denne, Henry, Minchinhampton, Gloucestershire, Esq. Gloucester. Pet June 12. Ord June 13. Exam July 21.
 Dennes, Thomas, Stratford, Essex, Linen Draper. High Court. Pet June 10. Ord June 13. Exam July 15 at 11 at 34, Lincoln's inn fields.
 Dix, Thomas, Croydon, Dealer in Berlin Wools. Croydon. Pet June 4. Ord June 4. Exam July 3.
 Dodson, Henry, Seaton, Nottinghamshire, Farmer. Derby. Pet June 11. Ord June 11. Exam July 11.
 Dufty, Frederick James, and Joseph Sadler, Northampton, Tailors. Northampton. Pet June 11. Ord June 11. Exam July 8.
 Edmonds, John Thomas, Chesterfield, Derbyshire, Tailor. Chesterfield. Pet June 12. Ord June 12. Exam July 8.
 Goas, John, Northampton, Shoemaker. Northampton. Pet June 12. Ord June 12. Exam July 7.
 Green, John, Coventry, Boot Dealer. Coventry. Pet June 13. Ord June 13. Exam July 29.
 Harding, William, Madeley, Salop, Draper. Madeley. Pet June 12. Ord June 13. Exam July 22.
 Hawke, Richard Freen, Salisbury, Corn Merchant. Salisbury. Pet June 12. Ord June 12. Exam July 10 at 12.
 Holdsworth, William, Thornborough, nr Catterick, Yorks, Farmer. Northallerton. Pet June 10. Ord June 10. Exam July 27 at 11.30.
 Hopkin, Jenkin, Portabaw, Glamorganshire, Shoemaker. Cardiff. Pet June 11. Ord June 11. Exam July 9 at 2.
 Hunter, Robert, Sutton, Surrey, Draper. Croydon. Pet June 9. Ord June 12. Exam July 3.
 Hutton, Henry, Marske by the Sea, Boot Dealer. Stockton on Tees and Middlesborough. Pet June 11. Ord June 11. Exam June 24.
 Huxtable, John, Fremington, Devonshire, Farmer. Barnstaple. Pet May 20. Ord June 12. Exam June 26 at 10.30 at Bridge Hall, Barnstaple.
 Kerkham, Francis Robert, Northampton, Draper. Norwich. Pet June 1. Ord June 13. Exam July 15 at 12 at Shirehall, Norwich Castle.
 Kims, Fred, Liverpool, Boot Dealer. Liverpool. Pet June 13. Ord June 13. Exam July 26 at 11 at Court house, Liverpool.
 Leadbeater, John, Morley, Yorks, Woollen Manufacturer. Dewsbury. Pet June 12. Ord June 12. Exam July 21.
 Lloyd, William, deceased, Cowbridge, Glamorganshire, Farmer. Cardiff. Pet April 11, and amended by ord dated May 2. Ord June 11.
 Lowrey, Charles, Leeds, Public Accountant. Leeds. Pet June 12. Ord June 12. Exam June 30 at 11.
 Marshall, David, Rastrick, Yorks, Stone Merchant. Halifax. Pet June 11. Ord June 11. Exam July 20.
 Maynert, Robert, Leeds, Joiner. Leeds. Pet June 12. Ord June 12. Exam June 30 at 11.30.
 Moore, John Francis, Birmingham, Jeweller. Birmingham. Pet June 11. Ord June 11. Exam July 7 at 2.
 Parker, Irvine, Heckmondwike, Yorks, Rag Merchant. Dewsbury. Pet June 12. Ord June 12. Exam July 21.
 Perrott, John Wesley, Bradford on Avon, Grocer. Bath. Pet June 11. Ord June 11. Exam July 9 at 11.30.
 Phillips, Mary, Reading, Machine Agent. Reading. Pet June 12. Ord June 12. Exam July 16 at 2 at Assize Court, Reading.
 Poplar, Edward Joseph, Poplar, Cabinetmaker. High Court. Pet June 11. Ord June 11. Exam July 16 at 11.30 at 34, Lincoln's inn fields.
 Roberts, Frederick, and William Roberts, Plymouth, Painters. East Stonehouse. Pet June 12. Ord June 13. Exam July 7 at 12.
 Scott, Joseph, Coleman st, Solicitor. High Court. Pet May 22. Ord June 11. Exam July 14 at 11.30 at 34, Lincoln's inn fields.
 Senior, Ann Alice, Stafford, Hotel Proprietress. Stafford. Pet June 11. Ord June 11. Exam June 1 at 2 at Shirehall, Stafford.
 Sharpe, George, Norton, Yorks, Tailor. Scarborough. Pet June 12. Ord June 13. Exam July 14 at 12.
 Shephard, Richard, New Clew, Smack Owner. Great Grimsby. Pet June 11. Ord June 11. Exam July 1 at 11 at Townhall, Grimsby.
 Sherrard, Henry Robert, Shaftesbury, Dorset, Physician. Salisbury. Pet June 11. Ord June 12. Exam July 10 at 12.
 Shynley, Josephus Egerton, Doughty st, Mecklenburg sq, Gent. High Court. Pet April 21. Ord June 11. Exam July 14 at 11 at 34, Lincoln's inn fields.
 Sigwell, William Henry, Winchester, Grocer. Winchester. Pet June 10. Ord June 10. Exam July 15 at 10.
 Smith, Thomas, South Southsea, Schoolmaster. Portsmouth. Pet June 11. Ord June 11. Exam July 6.

Sperring, Joseph, Westbromwich, Staffordshire, Charter Master and Colliery Contractor. Oldbury. Pet June 10. Ord June 10. Exam June 29.
 Turner, James, Kingston upon Hull, Wool Broker. Bradford. Pet June 12. Ord June 19. Exam July 14 at 12.
 Vaughan, John, Merthyr Tydfil, Solicitor. Merthyr Tydfil. Pet June 11. Ord June 11. Exam June 26.
 Weyill, Frederick, and Edward Francis Colston, Liverpool, Coal Merchants. Liverpool. Pet June 12. Ord June 12. Exam June 25 at 11 at Court-house, Government bldg, Victoria st, Liverpool.
 Wheatley, Mary Ann, Pembroke Dock, Milliner. Pembroke Dock. Pet June 12. Ord June 12. Exam July 8, at Temperance Hall, Pembroke Dock.
 Whittle, Charles James, Wedmore, Somerset, Baker. Wells. Pet June 12. Ord June 12. Exam July 14 at 12.
 Wise, John William, Guildford, Warehouseman. Guildford and Godalming. Pet June 13. Ord June 13. Exam July 23 at 1, at Guildford.
 Woods, Henry Herod, Lowestoft, Suffolk, Carpenter. Great Yarmouth. Pet June 12. Ord June 13. Exam July 6 at 2.30, at Townhall, Great Yarmouth.
 Young, Thomas Gibson, Ambleside, Northumberland, Innkeeper. Newcastle on Tyne. Pet June 13. Ord June 13. Exam June 25.

FIRST MEETINGS.

Adams, Henry, Musbury, Devon, Licensed Victualler. June 25 at 11. Castle of Exeter, at Exeter.
 Alecock, William Winter, Newcastle on Tyne, Ironmonger. June 25 at 2.30. Official Receiver, County chbrs, Newcastle on Tyne.
 Arncliffe, John, John, Sheffield, Sanitary Pipe Manufacturer. June 24 at 11. Official Receiver, Fistree lane, Sheffield.
 Bartlett, Henry Kellaway, Hackford rd, Brixton rd, Coachbuilder. June 24 at 12. 33, Carey st, Lincoln's inn.
 Breakell, James, Preston, Lancashire, Boot Maker. June 24 at 3. Official Receiver, 14, Chapel st, Preston.
 Browne, Edwin, Watford, Hertfordshire, Ironmonger. June 24 at 12. Messrs. Ewen & Roberts, 42, Outer Temple, 222 and 225, Strand.
 Browne, E. Brixham, Devon, Grocer. June 24 at 5. Official Receiver, 18, Frankfort st, Plymouth.
 Cammack, William, Wavertree, nr Liverpool, Draper. June 25 at 3. Official Receiver, 35, Victoria st, Liverpool.
 Clarke, Henry, Halifax, Jeweller. June 25 at 10.30. Official Receiver, Townhall chbrs, Halifax.
 Cohen, Lewis, Cardiff, Furniture Dealer. June 25 at 2.30. Official Receiver, Colmore row, Birmingham.
 Cohen, Moss Coleman, and Arthur Cohen, Cogenhoe, Northamptonshire, Mineral Merchants. June 23 at 12. County Court bldg, Northampton.
 Cole, Walter, Paulet rd, Camberwell, Architect. June 25 at 11. 33, Carey st, Lincoln's inn.
 Collins, Henry, Liverpool, Hosier. June 25 at 2. Official Receiver, 35, Victoria st, Liverpool.
 Davis, Ebenezer, Cowbridge, Glamorganshire, Stationer. June 23 at 11. Official Receiver, 2, Bute crescent, Cardiff.
 Dewhurst, James, jun. (sep estate), Bradford, Yorks, Stuff Merchant. June 23 at 3.30. Law Institute, Piccadilly, Bradford.
 Dewhurst, James, jun. (sep estate), Bradford, Yorks, Stuff Merchant. June 23 at 3.30. Law Institute, Piccadilly, Bradford.
 Dewhurst, William Isaac (sep estate), Ilkley, Yorks, Stuff Merchant. June 23 at 3.45. Law Institute, Piccadilly, Bradford.
 Dodson, Henry, Selston, Nottinghamshire, Farmer. June 23 at 2.30. Official Receiver, St James's chbrs, Derby.
 Dunn, William Maurice, Reading, Undertaker. June 24 at 11.30. Queen's Hotel, Reading.
 Fairington, Andrew, Manchester, Joiner. June 25 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester.
 Finn, Edward, jun., Tenterden, Kent, Butcher. June 23 at 3. Saracen's Head Hotel, Ashford, Kent.
 Gansden, Charles Henry, Cardiff, Grocer. June 24 at 12. Official Receiver, 2, Bute Crescent, Cardiff.
 Genese, Samson, Gt Russell st, Bloomsbury, Tailor. June 25 at 2. Bankruptcy bldg, Portugal st, Lincoln's inn.
 Johnson, Joseph, jun., Great Grimsby, Fish Buyer. June 24 at 1. Official Receiver, 8, Haven st, Great Grimsby.
 Jones, William, Egmont, Cheshire, Shipowner. June 24 at 2. Official Receiver, 48, Hamilton sq, Birkenhead.
 Laft, John, Gloucester, Baker. June 23 at 4. Official Receiver, 64, Barton st, Gloucester.
 Laney, Charles Henry, Boscombe, nr Bournemouth, Hairdresser. June 23 at 1. Official Receiver, Salisbury.
 Low, William Charles, Derby, Pastrycook. June 23 at 12.30. Official Receiver, St James's chbrs, Derby.
 Lowrey, Charles, Leeds, Public Accountant. June 26 at 12. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.
 Marshall, David, Raistrick, Yorks, Stone Merchant. June 25 at 11. Official Receiver, Townhall chbrs, Halifax.
 Maynert, Robert, Leeds, Joiner. June 26 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.
 Moore, John Francis, Birmingham, Jeweller. June 25 at 11. Official Receiver, Birmingham.
 Morton, George Geo, Eokington, Derbyshire, Wood Turner. June 23 at 3.30. Official Receiver, St James's chbrs, Derby.
 Oakley, Herbert Frederick, Broseley, terr, Stapleton Hall rd, Crouch Hill, Gentleman. June 24 at 12. 33, Carey st, Lincoln's inn.
 Orr, James, Canterbury rd, Brixton, Livery Stable Keeper. June 24 at 2. 33, Carey st, Lincoln's inn.
 Peebles, William, Liverpool, Tobaccoist. June 24 at 3. Official Receiver, 34, Victoria st, Liverpool.
 Perrott, John Wesley, Bradford on Avon, Grocer. June 25 at 12.30. Official Receiver, Bank chbrs, Bristol.
 Poole, John, Coventry, Licensed Victualler. June 23 at 10.30. Edward Thomas Petison, Official Receiver, 17, Hertford st, Coventry.
 Prewer, Asariah, Bury St Edmunds, out of employment. June 25 at 12. Guildhall, Bury St Edmunds.
 Russell, John, and Thomas Russell, Bartholomew close, Rag Merchants. June 24 at 11. 33, Carey st, Lincoln's inn.
 Shephard, Richard, New Cloe, Lincolnshire, Smackowner. June 24 at 12.30. Official Receiver, 3, Haven st, Gt Grimsby.
 Sidwell, William Henry, Winchester, Grocer. June 24 at 2. Official Receiver, 11, Jewry st, Winchester.
 Spenn, Richard, Warrington, Lancashire, Wheelwright. June 25 at 11. Official Receiver, 2, Calro st, Warrington.
 Sperring, Joseph, West Bromwich, Staffordshire, Charter Master. June 29 at 10.30. Court house, Oldbury.
 Swornsbourne, John Atkins, Bognor, Sussex, Schoolmaster. June 23 at 2.30. Official Receiver, 30, Bond st, Brighton.
 Tilly, Thomas, Southborough, nr Tonbridge Wells. June 24 at 2.30. Saleroom of Messrs Spencer and Rees, Auctioneers.
 Vaughan, John, Merthyr Tydfil, Solicitor. June 24 at 12. Official Receiver Merthyr Tydfil.
 Walters, William, Cardiff, Builder. June 24 at 3. Official Receiver, 2, Bute crescent, Cardiff.
 Wilks, Maurice, Burnley, Lancashire, Chemist. June 23 at 3. Exchange Hotel, Nicholas st, Burnley.

Williams, Isaac, Fommon Farm, nr Cowbridge, Farmer. June 23 at 12. Official Receiver, 2, Bute crescent, Cardiff.
 Young, Thomas Gibson, Ambleside, Northumberland, Innkeeper. June 23 at 2. Official Receiver, County chbrs, Newcastle.

ADJUDICATIONS.

Adams, Eliza Charlotte, Old Kent rd, Cheesemonger. High Court. Pet May 20. Ord June 12.
 Bolton, Francis Lee, Liverpool, Iron Merchant. Liverpool. Pet May 6. Ord June 11.
 Boothman, John Peter, and Thomas Boothman, Dewsbury, Yorks, Woolstaplers. Dewsbury. Pet Apr 30. Ord June 13.
 Botting, William Henry, Blandford, Dorset, Innkeeper. Dorchester. Pet May 27. Ord June 12.
 Brown, Robert Gosset, Stanley gds, Kensington, M.D. High Court. Pet May 1. June 13.
 Carman, John, Topsham, Devon, Innkeeper. Exeter. Pet May 22. Ord June 12.
 Christy, James, Sawbridgeworth, Hertfordshire, Butcher. Hertford. Pet May 15. Ord June 11.
 Cohen, Joshua Abraham, Promenade, Camberwell, Clothier. High Court. Pet Mar 30. Ord June 13.
 Cooke, James Holder, Birmingham, Warehouseman. Birmingham. Pet April 1. Ord June 11.
 Crawshaw, William John, Mirfield, Yorkshire, Engineer. Dewsbury. Pet June 9. Ord June 12.
 Edmunds, John Thomas, Chesterfield, Derbyshire, Tailor. Chesterfield. Pet June 12. Ord June 12.
 Fairlington, Andrew, Manchester, Joiner. Manchester. Pet June 10. Ord June 12.
 Faithfull, Richard Chamberlain, Broad st bldg, Solicitor. High Court. Pet May 5. Ord June 12.
 Foster, William John, Kingston on Hull, Grocer. Kingston on Hull. Pet June 10. Ord June 11.
 Garrett, Newson Dunnell, Poplar grove, West Kensington, Major. High Court. Pet Feb 24. Ord June 13.
 Goss, John, Northampton, Shoe Manufacturer. Northampton. Pet June 12. Ord June 12.
 Heppenstall, Law, jun, Milsbridge, nr Huddersfield, Dyer. Huddersfield. Pet May 15. Ord June 11.
 Hobster, William, Nottingham, Plumber. Nottingham. Pet June 8. Ord June 10.
 Hopkin, Jenkin, Portchowl, Glamorganshire, Shoemaker. Cardiff. Pet June 11. Ord June 11.
 Hutchingson, John, Nottingham, Printer. Nottingham. Pet May 23. Ord June 12.
 Hutton, Henry, Marske by the Sea, Boot Dealer. Stockton on Tees and Middleborough. Pet June 11. Ord June 13.
 Johnson, Joseph, jun, Gt Grimsby, Fish Buyer. Gt Grimsby. Pet June 4. Ord June 12.
 Jones, William, Ebbw Vale, Mon, General Merchant. Tredegar. Pet May 30. Ord June 11.
 Kee, Frederick, Handsworth, Staffordshire, Milk Seller. Birmingham. Pet May 28. Ord June 12.
 Kine, Fred, Liverpool, Boot Dealer. Liverpool. Pet June 13. Ord June 13.
 Manning, Robert, Woolfardisworthy, Devon, Farmer. Exeter. Pet May 16. Ord June 12.
 Nixon, Robert, Lxworth, Suffolk, Baker. Bury St Edmunds. Pet May 4. Ord June 11.
 O'Brien, Fitzgerald Lucius, Ludgate hill, Gent. High Court. Pet May 22. Ord June 13.
 Osborne, J S, Pall Mall, Gent. High Court. Pet Apr 9. Ord June 13.
 Plozen, Alfred, and Achille Morin De Premion, Lombard st, Merchants. High Court. Pet May 8. Ord June 12.
 Poplar, Edward Joseph, Moness st, Poplar, Cabinet Manufacturer. High Court. Pet June 11. Ord June 12.
 Price, Lewis Charles, Blackwood, Mon, Grocer. Tredegar. Pet May 4. Ord June 12.
 Roberts, Henry, Birmingham, Boot Manufacturer. Birmingham. Pet May 12. Ord June 12.
 Sadler, Richard Dendy, Water lane, Wine Merchant. High Court. Pet May 12. Ord June 11.
 Sidwell, William Henry, Winchester, Grocer. Winchester. Pet June 10. Ord June 12.
 Smith, A, High st, Kingsland, Paper Merchant. High Court. Pet Apr 10. Ord June 13.
 Smith, Thomas, Southsea, Schoolmaster. Portsmouth. Pet June 11. Ord June 13.
 Spreckley, George, Derby, Auctioneer. Derby. Pet May 30. Ord June 11.
 Stein, Andrew, Winchester st, Scotch Law Agent. High Court. Pet Sept 18. Ord June 13.
 Vaughan, John, Merthyr Tydfil, Solicitor. Merthyr Tydfil. Pet June 11. Ord June 11.
 Wyrill, Henry, Scarborough, Snack Owner. Scarborough. Pet May 28. Ord June 11.

The following amended notice is substituted for that published in the London Gazette of May 22.
 Ryder, Clement, and Zenas Ryder, Cambridge, Tailors. Cambridge. Pet April 13. Ord May 19.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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